



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

September 26, 2013

Subject: Requisition No. B13OP03704 - Request for Proposals (RFP) for Real Estate Services for Five Years from Date of Contract Execution.

Re: Revised Addendum # 1

Dear Proposer:

The attached Revised Addendum #1 has corrected numbering of written questions. The Revised Addendum #1 replaces in its entirety the previously posted Addendum # 1.

The Chicago Transit Authority is seeking proposals for the subject project. Proposal packages are to be delivered to:

Chicago Transit Authority
Bid Office - 2nd Floor
567 W. Lake Street
Chicago, IL 60661-1498

Due Date: Monday, October 7, 2013

Proposals must be received no later than 3:30 p.m. Chicago time

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office no later than the advertised date and hour. If the delivery of the proposal is delayed beyond the date and hour set, proposals thus delayed will not be considered and will be returned unopened. The Bid Office hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. Chicago time, except holidays.

The following documents should be submitted with the proposal:

**Five copies of the Technical Proposal; and
Five copies of the Price Proposal; and
Four copies of the DBE portion of the proposal.**

Your response should identify the requisition number, the name of the project, the name and address of your firm, a contact person and phone number on the cover page in each section.

Sincerely,

Robert Miller
General Manager, Purchasing

**Revised Addendum No. 1
Answers to Written Questions
Requisition No. B13OP03704
Request for Proposals (RFP) for Real Estate Services for Five Years from Date of Contract
Execution.**

1. Can a Consultant be selected for sub-assignments without expertise in the rest of the assignment? For example, will the CTA consider selecting a Consultant to support consulting services in 2d and 2e if the Consultant does not have expertise in the rest of Assignment 2 (i.e., 2a, 2b, 2c)?

Answer: No.

2. The RFP mentioned that the files would be open for inspection prior to the bid date. Has that been scheduled yet?

Answer: The inspection of records date was Friday, September 6, 2013. Attached is a list of the attendees and the CTA Real Estate Files index.

CTA CLIENT ACCOUNTING QUESTIONS

3. What type of leases is [our firm's] client accounting supporting: AP Leases, AR Leases or both?

Answer: Both.

4. Does CTA have a centralized or decentralized accounting system?

Answer: Centralized.

5. What is the number of legal entities?

Answer: Approximately 200 legal entities.

6. What is the number of locations of the portfolio?

Answer: Approximately 250 locations.

7. Is the number of locations in the portfolio static or dynamic?

Answer: Mostly static, however a small percentage of locations are added/dropped each year.

8. Does CTA have a preference on the funding methodology? Options include: 1) payments made from an account prefunded by CTA; 2) payments made from a CTA ZBA account; or 3) payments made from an account set up by the service provider for CTA and funded by CTA after approving a submitted funding request. [Our firm's] preference is option 2.

Answer: CTA pays invoices for services rendered.

9. What is the number of AP or AR leases?

Answer: Approximately 25 AP agreements and 225 AR agreements.

LEASE ADMINISTRATION QUESTIONS

10. Please describe the nature of the contracts that we will be asked to manage. We assume the leases that are primarily receivable in nature. What percentage of these leases currently have rent tied to various business indicators of volumes or other factors such as percentage rent? How many leases are included and what type, payable or receivable or both?

Answer: Rents are flat rate plus escalation.

11. Will we be managing any income contracts to the CTA that are not leases; if so, what is the nature of these contracts and how many are there?

Answer: No.

12. To the extent that any of the non-lease contracts require additional fees to CTA resulting from volumes or other factors, please describe them. How do you get volume (sales) reporting?

Answer: No.

13. Please describe the specific nature of the lease administration services required in Assignment 1. Please be as granular and transparent as possible with respect to this.

Answer: Lease administration includes all activities associated with maintaining current leases such as; notification to AR of escalations, monitor age of Receivables, monitor condition of spaces for compliance of CTA and City codes, monitor lease term and advise of renewal dates and end dates, monitor tenant buildouts and coordinate construction between CTA and the tenant.

14. Please provide some sample reports such as those described in Assignment 3.

**Answer: Attached: Annual Report
Attached: Monthly Report**

15. The Active Retail Inventory consists of 99 properties ranging in size from 50 – 3,200 square feet. How many total vendors exist today in these sites? How many total leases? May we see a rent roll?

Answer: Some vendors have agreements for multiple locations. Retail inventory has approximately 75 (of 99) vendors. Attached: Rent Roll.

16. Please provide some samples of the financial reporting currently in place or desired?

Answer: See answer #14.

17. Is there any existing data platform in active use here?

Answer: Yes.

OTHER QUESTIONS

18. Does CTA have any monies available for a build-out?

Answer: No.

19. Is the 6% to DBE service providers an accurate percentage? We've done 30% on past contracts and request confirmation.

Answer: Yes, 6%.

20. Is the Contractor eligible to provide dispositions services (2.b) for a project which the Contractor provided consulting services for (2.d & 2.e)?

Answer: Yes.

QUESTIONS REGARDING ASSIGNMENT 4

21. Is the contract term five years for hosting and maintenance of the real estate document management system?

Answer: Yes.

22. When can we schedule time to tour the file room?

Answer: The site visit was/is Friday September 6.

23. Is there a schedule for when all the documents are required to be in system?

Answer: No.

24. What are the standard sizes and quantities of the documents that need to be scanned?

Answer: Various sizes, mostly Letter and Legal sizes.

25. How many users will be using the system?

Answer: Approximately 10-12 CTA users.

26. Is there an overall budget for the project?

Answer: Yes.

27. What is the existing real estate document management system?

Answer: Hard copy files.

28. How much data is in the existing system? Scans? Data fields captured? Number of records?

Answer: None.

29. Section IV., Part I, Proposer Qualifications and Experience – might more than three projects of similar scope and magnitude be presented, either within a response to Part I, Proposer Qualifications and Experience or within an Appendix?

Answer: Yes.

30. Section IV., Part I, Proposer Qualifications and Experience – might proposers include a CTA employee as a reference?

Answer: Yes.

31. Section IV., Part I – might proposers include an Executive Summary section following the Cover Letter section?

Answer: Yes.

32. Appendix B, Guidance Concerning Good Faith Efforts (49 CFR - 26.53) – might it be possible to confirm that the demonstration of Good Faith Efforts may be achieved by performing any one of the ten main bulleted items?

Answer: ALL efforts to meet the DBE Goal will be reviewed and verified by the Diversity Department in order to determine Good Faith Efforts were attempted to meet the DBE Goal.

33. Table of Contents, Appendices – might it be possible to confirm none of the Appendices need be provided by a subcontractor of a subcontractor?

Answer: Confirmed. However, if the subcontractor of a subcontractor is being named as a DBE contractor for DBE participation purposes, then they too must sign the necessary appendices.

34. Appendix B, Special Conditions Disadvantaged Business Enterprise Commitment Invitation for Bids Requisition Number: B13OP03704, 1. Policy and Terms, B. – might it be possible to confirm the DBE goal is 6%?

Answer: See answer #19

35. IV. Proposal Submittal Requirements – the solicitation provides the following quantities for each volume to submit: Part I - Technical Proposal (5 copies), Part II - Disadvantaged Business Involvement (4 copies) and Part III - Price Proposal (5 copies). Might it be possible to confirm the number of copies is inclusive of the original, ink-signed documents as follows:
- a. Part I: one original, four copies?
 - b. Part II: one original, three copies?
 - c. Part III: one original, four copies?

Answer: Confirmed, the number of copies is inclusive of the original, ink-signed documents.

36. Table of Contents, Appendices – might it be possible to confirm the CTA's preferred location to include the Appendices in the prime's response as follows:
- d. Appendix A: Not Applicable
 - e. Appendix B: Part II - Disadvantaged Business Involvement
 - f. Appendix C: Not Applicable
 - g. Appendix D: Part I, Proposer Qualifications and Experience
 - h. Appendix E: Part I, Proposer Qualifications and Experience
 - i. Appendix F: Part I, Proposer Qualifications and Experience
 - j. Appendix G: Part I, Proposer Qualifications and Experience
 - k. Appendix H: Not Applicable
 - l. Appendix I: Part III - Price Proposal
 - m. Appendix J: Part I, Proposer Qualifications and Experience

Answer: Include completed Disclosure of Ownership, Certification Regarding Debarment, Lobbying Certifications, Drug Free Workplace Certification, History of Firms, Non-Disclosure Statements and Table of exceptions in your Price Proposal.

37. Appendix B, DBE - Schedule B – need the prime include Schedule B within the response if no joint venture is proposed?

Answer: All DBE Schedules must be submitted at the time of Bid. In the event that any information is not applicable, you must denote "N/A" on your submittals.

38. Appendix B, DBE - Schedule C – might it be possible to confirm the prime need not provide quantity nor unit price, as services rather than products are requested by the solicitation?

Answer: In the event that quantity or unit price is not applicable, then bidder must state total amount or percentage of the work that they will be performing.

39. Appendix B, DBE - Schedule C – might it be possible to confirm the only attachment to provide is the proposed subcontractor's Letter of Certification from the IL UCP?

Answer: The proposed subcontractor's Letter of Certification from the IL UCP and their completed Schedule C must be provided with the Prime Contractor's bid submittals.

40. Table of Contents, Appendix J – might it be possible to confirm Appendix J shall be submitted only by the prime?

Answer: Correct.

41. Appendix B, DBE - Schedule D – might it be possible to confirm Schedule D shall be submitted only by the prime?

Answer: Schedule D must be completed and submitted by the Prime Contractor.

42. Table of Contents, Appendix E: Disclosure of Ownership – the Table of Contents states that Appendix E is to be submitted by both the "(Prime & Sub Consultant)." Within Appendix E, page 22 of the Disclosure of Ownership and Interests Affidavit states every "Bidder or Proposer (referred to as "Bidder") submitting a Bid or Proposal to the Authority for a Contract shall submit" Appendix E. Might it be possible to confirm only the prime need provide Appendix E in its response?

Answer: The Prime and any subconsultants must submit the Disclosure of Ownership form.

43. Table of Contents, Appendix E: Disclosure of Ownership – the Table of Contents states that Appendix E is to be submitted by both the "(Prime & Sub Consultant)." Might it be possible to confirm that proposers may modify the Disclosure of Ownership and Interests Affidavit to strike the word "Bidder" and insert the word "Subconsultant" in order to delineate that the form is being provided by a proposed subconsultant?

Answer: Yes, proposer's may strike the word Bidder and insert Subconsultant.

44. RFP section II. Introduction references the CTA's possession of "an extensive collection of historical documents that include original deeds, plats and easements related to CTA properties" and the expectation the Consultant shall "design and implement a transition from paper documents to an electronic media platform." Might the CTA prefer the Consultant digitize any existing maps and/or easements?

Answer: Possibly. Not a requirement, however data collection ideally, will be easily accessed by other CTA departments.

45. Might the CTA prefer this collection of historical documents to be used alongside or to be integrated with CTA's GIS?

Answer: Possibly. Not a requirement, however data collection ideally, will be easily accessed by other CTA departments.

QUESTIONS REGARDING ASSIGNMENT 1

46. Please provide a current rent roll for concessions, office, and industrial leases which includes location, annual rent, lease termination dates, and any extension options.

Answer: See answer #15.

47. Does this assignment include the parking management concessions program?

Answer: No.

48. Will concession assets include traditional fixed space retailers as well as beverage, snack, and specialty vending, and ATM programs?

Answer: No.

49. Will brokerage services include technical guidance and support in drafting procurement documents for concession, industrial, and office tenants? **Answer: Yes.** Will all opportunities need to be publicly bid?

Answer: Yes.

50. Is CTA planning on providing a budget to improve and repair fixed retail spaces that are currently unmarketable?

Answer: Not at this time.

51. Does the CTA own the URL www.ctarealestate.com including content and algorithms? **Answer: Yes.** If not, is CTA looking for the contractor to develop a similar site for the CTA?

52. Will CTA provide the bidders lists developed under the current marketing site to the successful contractor? (This applies to Assignment 1 and 2.)

Answer: Yes.

53. Is the contractor expected to pay for legal notice print advertising, marketing print advertising, and "for rent" signs at its own expense?

Answer: Yes.

54. Please provide a list of existing retail, office, and industrial spaces that are vacant.

Retail Concessions

Line	Station	Property Address	Occupied / Vacant	Square Footage
Blue	LaSalle & Congress	150 W. Congress Parkway	V	126
Brown	Montrose	1817 W. Montrose	V	55
Brown	Wellington	945 W. Wellington	V	88
Green	Cottage Grove	Cottage Grove - East 63	V	90
Green	King Drive	King Drive	V	106
Orange	Ashland	3011 S. Ashland	V	324
Pink	54th/Cermak	2151 S. 54th Ave.	V	345
Pink	Pulaski	2021 S. Pulaski Rd.	V	270
Purple	Central	1022 W. Central Ave.	V	1000
Red	79th	15 W. 79th Street	V	280
Red	Argyle	1117 W. Argyle St.	V	1033
Red	Argyle	1119 W. Argyle St.	V	1116
Red	Argyle	1120 - 1124 W. Argyle St.	V	3210
Red	Berwyn	1120 W. Berwyn Ave.	V	676
Red	Berwyn	1118 W. Berwyn Ave.	V	642
Red	Granville	1116 W. Granville	V	1110
Red	Granville	1117 W. Granville	V	556
Red	Granville	1120 W. Granville	V	1119
Red	Jarvis	1527 W. Jarvis	V	940
Red	Morse	1353 - 1355 W Lunt Ave	V	1980
Red	Morse	1401 W. Morse Ave	V	1267
Red	Morse	1357 W Morse Ave	V	1852

Commercial Space

Property Address	Occupied / Vacant	Square Footage
567 West Lake 12th floor	V	33,000

55. Please provide a list of existing retail spaces, office and industrial spaces that are vacant and unmarketable due to need for repairs.

Line	Station	Property Address	Occupied / Vacant	Square Footage
Purple	Central	1024 Central	NR	1048
Purple	Main	836 W. Chicao Ave.	NR	78
Purple	South Blvd.	601 South Blvd.	NR	210
Red	Bryn Mawr	1113 W. Bryn Mawr Ave.	NR	750
Red	Bryn Mawr	1115-17 W. Bryn Mawr Ave.	NR	2293
Red	Bryn Mawr	1111 W. Bryn Mawr Ave.	NR	1689
Red	Bryn Mawr	1116 1/2 W. Bryn Mawr Ave.	NR	1245
Red	Bryn Mawr	1116 W. Bryn Mawr Ave.	NR	1245
Red	Bryn Mawr	1117 1/2 W. Bryn Mawr Ave.	NR	1000
Blue	Chicago	800 N. Milwaukee Ave.	NR	50
Red	Sheridan	3939-3941 N. Sheridan	NR	3207
Red	Sheridan	3940 N Sheridan	NR	131
Red	Wilson	1114 W. Wilson	NR	8450
Red	Wilson	1120-1122 W. Leland Ave. and 4701 N. Broadv	NR	800
Red	Wilson	4604 N. Broadway	NR	3065
Red	Wilson	4612 N. Broadway	NR	2467
Red	Wilson	4620 N Broadway	NR	1558
Red	Wilson	4608 N. Broadway	NR	3081
Red	Wilson	1110 W. Wilson	NR	578
Red	Howard	North Howard Street	NR	3000+
Red	Howard	North Howard Street	NR	
Red	Howard	North Howard Street	NR	
Red	Howard	North Howard Street	NR	
Red	Clark & Division	1200 N Clark St.	NR	134
Red	Wilson	1109-1111 W. Wilson	NR	550

56. Items f., g., and h. are significant asset management functions, and not generally included in a commission based structure. Is CTA expecting that the commission covers these costs or will it accept another fee structure that would cover these activities?

Answer: The CTA expects commissions will cover these costs.

57. Please expand on the expectations for item g. In the current contract this includes regular inspections of leased premises and tracking in an electronic database the interactions with the tenants such as inspection reports, pictures, keys made, city infrastructure conditions, meetings with contractors, posted signs, etc. **Answer: Activities relevant to items mentioned above, such as advising tenants of code and contract deficiencies, payment deficiencies, exercising of options, current insurance certificates and notice of termination.** In addition, there are regular reports concerning this interaction which summarizes these interactions. Please provide detail on the types of services to be provided and any required reporting.

Answer: see answer #14.

In particular, will the retail concession management services require inspections similar to the current contract?

Answer: Yes

58. Item h. Lease Administration services: will these services also include billing and rent collection?

Answer: No.

The current contract includes rent collections activities for delinquent tenants including monthly meetings with the CTA accounting department to work on non-performing tenant issues. Will this continue to be included in the scope?

Answer: No.

59. Will lease administration, tenant build-out and permitting, and relationship coordination apply to industrial and office tenants as well as concession tenants?

Answer: Yes.

60. Please explain any restrictions to leasing to retail, industrial and office tenants? Are any uses or types of tenants prohibited?

Answer: Any uses must conform with the City of Chicago Zoning Ordinance and are subject to final approval by the CTA Board. Also, due to a unique tax status at the 567 West Lake headquarters, a significant percentage of the occupants are required to be tax exempt 501(c)(3) or a governmental body.

61. The current contractor provides a 24/7 tenant emergency call service. Is this required in the new contract?

Answer: Yes.

QUESTIONS REGARDING ASSIGNMENT 2

62. Are there anticipated projects that may include acquisitions services that are known now to be likely to proceed during the term of the contract?

Answer: No.

63. Will acquisitions services also include relocation services?

Answer: No.

64. Please provide a list of properties approved as surplus for disposition, or properties you believe are likely to be approved for surplus in the future.

Location	parcel size (sf)
152-58 W. Illinois	2,627.00
2744 N. Wilton Ave.	1,538.00
938-44 W. Belmont	26,500.00
3206 N. Wilton	2,856.00
3220-22 N. Wilton	2,437.00
3224 N. Wilton	1,625.00
3228 N. Wilton	1,625.00
3230 N. Wilton	1,625.00
3232 N. Wilton	1,625.00
3236 N. Wilton	3,250.00
3400 N. Lincoln Ave.	12,486.00
3408 N. Marshfield	2,695.00
412 N. Wells	11,000.00
934 W Fletcher	3,031.00
935 W. Fletcher	2,875.00
936 W. Fletcher	2,895.00
937 W. Fletcher	2,895.00
936 W. Barry	7,453.00
939 W. Armitage	1,588.00
944-46 W. Barry Ave.	4,074.00
947 W. Fletcher St	3,300.00

65. Are there plans to proceed with Joint Development/TOD for any CTA real estate properties?

Answer: Yes.

66. Item d. Non-fare box revenues: Will the contractor be able to suggest new non-fare box opportunities and be authorized to broker other types of opportunities subject to CTA approval under Assignment 2?

Answer: Yes

67. Item c. Subcontracted Services: Will the contractor be required to manage the subcontracts and oversee work performed by the subcontractors?

Answer: Yes.

68. Will professional liability for such services be allowed by CTA to be passed through to the subcontractors? E.g. as a real estate professional firm we would not have professional liability coverages normally associated with engineering or title attorneys.

Answer: The CTA requires insurance from the Contractor. It is the responsibility of the contractor to monitor their sub-contractors insurance documents.

69. Is the contractor expected to pay for legal notice print advertising, marketing print advertising, and "for sale/lease" signs at its own expense?

Answer: Yes.

QUESTIONS REGARDING ASSIGNMENT 4

70. Can the CTA provide a brief description of the current real estate document management system?

Answer: Combination of hard copy files, hosted website storage and in-house servers.

71. Is there any listing of the documents, or are they just paper files in file cabinets? If there is a listing, can you provide it?

Answer: Files are stored in file cabinets with no existing summary list of inventory.

72. Is there any existing digital data or is it all currently in paper form?

Answer: Some digital data exists, however the majority of documents in paper form.

73. Is there a requirement that the document management database be hosted on CTA premises or is offsite database hosting an option?

Answer: No requirement.

74. The solicitation lists Requisition No. B13OP03704 at http://www.transitchicago.com/business/procurement_information/contract_opportunities.aspx and on the cover letter of the solicitation. Also within the solicitation on the page preceding the table of contents, the Requisition No. is listed as B13OP03407. Might it be possible to confirm the Requisition No. is B13OP03704?

Answer: The requisition no. is B13OP03704

75. Might the CTA require daily inspections both at CTA rail stations and offsite CTA properties including but not limited to: Automated Teller Machines (ATMs), vending machines, parking lots, stores, concessions, city infrastructure, and/or posted signs?

Answer: Yes.

76. To ensure the best price for imaging work, a firm estimate of the number of documents by page and size is needed in order for imaging companies to provide reasonable cost estimates for the work. The onsite review provided a good overview of the file room and type of documents but certainly not a good estimate of the number of documents particularly by size and page. Will CTA consider a response / Price Proposal that allows us to propose first doing a comprehensive on-site assessment of the documents, followed by the respondent subcontracting out the imaging services (that the respondent supervises)?

Answer: Yes

77. Does CTA have a work room or area where the scanner can be installed and brought on site?

Answer: Yes

78. There are small color elements on maps and legal docs. Is color scanning needed for these?

Answer: Yes

79. Is it permissible to perform the document scanning work off-site or would it have to be performed in CTA's offices?

Answer: Off-site scanning will not be permitted.

80. How many end users will there be for the document management system?

Answer: See answer #25.

81. What type of end users will the document management system have?

Answer: CTA Real Estate staff.

82. Will a [third] party manager have access to the existing and new document management systems?

Answer: Yes.

The time for questions has passed. There are no other changes at this time.

cta MEETING ATTENDANCE

Subject: <u>Real Estate Doc. Inspection</u>		Time: <u>NOON-130</u>		Location: <u>567 W. LAKE</u>		8th Floor	
Date: <u>9-6-13</u>		Time: <u>NOON-130</u>		Location: <u>567 W. LAKE</u>		8th Floor	
NAME	AFFILIATION/POSITION	PHONE NO.					
Robert Winkler							
Rachel Goldsmith	Go Consulting	617 905 4646					
Michael Capriano	CBRE	630 279 0577					
Mike Shields	CBRE	312-935-1975					
Charles DiNapoli	Greystone	212-330-7401					
Tony Vespa	Greystone	540 4128-7214					
MIKE BENNETT	GREYSTONE	919-529-2437					
Brian Carroll	SLL	312-228-3312					
BOBLADNER	SDI	312-580-7512					
Patricia Shepard	ABC Data Entry	312-455-1199					
Jim Hobson	TRANSWESTERN	312-881-7078					
Mike Wrenn	CTA	312-681-2458					
PAT McKenna	CTA	312-664-7200					
Joe Harmering	CTA	312-664-7200					

CTA Real Estate Files Index

1. CTA Right-of-Way Title Files
 - A. Red Line (North Side Main Line)
 - B. Purple Line (Evanston Line)
 - C. Yellow Line (Skokie Swift)
 - D. Brown Line (Ravenswood Line)
 - E. Orange Line (Same)
 - F. Green Line South (South Side Main Line and Englewood Line)
 - G. Green Line West (Lake St. Line)
 - H. Pink Line (Douglas Park Line)
 - I. Blue Line North (Logan Square Line)
 - J. Blue Line West (Metropolitan Line)
 - K. Former Logan Square Line (Backlot parcels)
 - L. Former Garfield Park Line (Backlot parcels)
 - M. Former Normal Park Line (Backlot parcels)
 - N. CTA Right-of-Way Plat Maps
 - O. Real Estate Title Books for Original Railroad properties transferred to the CTA in 1947.
 - P. 1947 Trustee's Conveyance; Special Master's Deed ; Miscellaneous Deeds
 - Q. List of Permanent Index Numbers (PINs) for CTA properties
2. CTA Surface Property Title Files
 - A. Bus Turnarounds

- B. Electrical Substations
- C. Bus Garages
- D. Rail Terminals
- E. Maintenance Facilities
- F. Miscellaneous Facilities
- G. Property Plat Maps
- H. Plats of Survey
- 3. Operating and Maintenance Agreements
- 4. Easement Agreements
- 5. City of Chicago Street and Alley Vacations
- 6. Rail Bridge Crossing Agreements
- 7. Cook County Assessor – CTA Annual Affidavits
- 8. Cook County Assessor – Leasehold Tax Numbers
- 9. Lease/License Agreements for Properties for Operations Purposes
- 10. ComEd Agreements
- 11. Special Projects
- 12. Surplus Properties
- 13. CTA Revenue Properties
 - A. Concession Agreements
 - B. Rental Store Agreements
 - C. License Agreements
 - D. Yard and Garden License Agreements
 - E. Parking Agreements

F. Ground Leases

G. Miscellaneous Agreements

Monthly Invoices - Concession and Rent 08/01/2013

Customer Name	Customer Location	2013 Amount	2014 Amount	Agreement Commence.	Agreement Termination	Term Years	Option Yrs (# of opts)
1400 N. MILWAUKEE, INC.	RE-License	\$ 300.00	\$ 300.00	8/1/2002	7/31/2022	20	10 (3)
7-ELEVEN STORE (REAL ESTATE)	RE-Rent-567-Base	\$ 4,877.13	\$ 4,877.13	12/6/2006	12/5/2015	10	5(1)
7-ELEVEN STORE (REAL ESTATE)	RE-Rent-567-Additional	\$ 525.04	\$ 525.04	12/6/2006	12/5/2015	10	5(1)
7-ELEVEN STORE (REAL ESTATE)	RE-Rent-567-Storage	\$ 301.00	\$ 301.00	12/6/2006	12/5/2015	10	5(1)
ALBERTSONS, INC. (RE)	RE-Rent-13th S of Roos/State/Wab	\$ 2,231.08	\$ 2,231.08	8/10/2000	8/9/2020	20	10 (3)
ALTA VISTA FOODS	RE-Rent	\$ 3,693.64	\$ 3,693.64	8/1/2006	7/31/2015	5	5 (1)
ALWANI, KARIM	RE-Concession	\$ 1,108.09	\$ 1,108.09	7/1/2006	6/30/2015	5	5 (1)
ANNA DONUTS, INC.	RE-Concession	\$ 2,300.00	\$ 2,300.00	1/1/2001	12/31/2007	7	N/A
BANCO POPULAR, N.A.	RE-Rent	\$ 51,454.51	\$ 51,454.51	4/1/2008	3/31/2018	10	5 (2)
BAUER HOLDING CORP.	RE-Rent	\$ 383.46	\$ 383.46	9/1/1992	8/31/2001	19	10 (1)
BELMONT DONUTS TRANSIT, LLC	RE-Concession	\$ 3,536.00	\$ 3,536.00	9/30/2010	9/29/2015	5	5 (2)
BLUMIN FOOT & ANKLE CLINIC	RE-Rent	\$ 880.00	\$ 880.00	11/1/2006	N/A	N/A	N/A
CAFE TRANSIT INC.	RE-RENT		\$ 1,396.75	8/4/2013	8/3/2013	10	5 (2)
CAZA ONE, INC.	RE-Rent-567-Base	\$ 9,583.33	\$ 9,583.33	9/1/2008	8/31/2015	7	7 (2)
CAZA ONE, INC.	RE-Rent-567-Additional	\$ 1,447.01	\$ 1,447.01	2008	2015	7	7 (2)
CHICAGO BOARD OF EDUCATION	RE-Rent-Base	\$ 11,956.50	\$ 11,956.50	1/1/2013	12/31/2022	10	
Chicago Mezuzah and Mitzvah Campaigns	RE-RENT		\$ 850.00	TBD	TBD	5	5 (4)
CHINATOWN PARKING CORPORATION	RE-Rent	\$ 1,351.21	\$ 1,351.21	9/1/2006	N/A	N/A	N/A
CHURCH STREET PLAZA, LLC (City of Evanston)	RE-Rent	\$ 3,793.06	\$ 3,793.06	11/18/1999	11/17/2019	20	10 (1)
CIAO BELLA EXPRESS I, INC.	RE-Concession	\$ 753.75	\$ 753.75	9/12/2012	9/11/2022	5	5 (1)
DEARBORN VILLAGE III CONDOMINIUM ASSOCIATION	RE-Rent	\$ 1,111.11	\$ 1,111.11	1/1/2005	N/A	N/A	N/A
DEARBORN VILLAGE MASTER ASSOCIATION	RE-Rent	\$ 2,133.12	\$ 2,133.12	1/2/2005	N/A	N/A	N/A
FERNANDEZ, SIMON & LUISA	RE-License	\$ 100.00	\$ 100.00	2005	N/A	N/A	N/A
GARCIA, JUAN & NILDA	RE-License	\$ 100.00	\$ 100.00	2005	N/A	N/A	N/A
GENERAL MACHINE & TOOL WORKS	RE-Rent	\$ 215.00	\$ 215.00	1987	N/A	N/A	N/A
GINO'S NORTH	RE-Rent	\$ 1,000.00	\$ 1,000.00	11/1/2006	N/A	N/A	N/A
GLAZED & INFUSED, LLC	RE-Concession	\$ 6,749.00	\$ 6,749.00	2012	2017	5	5 (1)
GRANVILLE "L" NEWSSTAND	RE-Concession	\$ 900.00	\$ 900.00	2003	N/A	N/A	N/A
GREYHOUND LINES, INC.	RE-Rent	\$ 3,180.30	\$ 3,180.30	9/1/1984	N/A	N/A	N/A
HARTIG, GARY	RE-Rent	\$ 605.00	\$ 605.00	8/1/1989	N/A	N/A	N/A
INDIGO LOFTS (Same as 1400 N Milwaukee?)	RE-License-Condominium Balconies	\$ 1,278.54	\$ 1,278.54	2002	2022	20	10 (3)
INTERIOR CRAFTS, INC.	RE-Rent	\$ 100.00	\$ 100.00	11/1/1987	N/A	N/A	N/A
INTERNATIONAL NEWS (Blue - Cumberland and Jeff Park)	RE-Concession-Blue	\$ 5,916.67	\$ 5,916.67	3/7/2013	3/6/2023	10	5 (2)
INTERNATIONAL NEWS (Red - Chicago)	RE-Concession-Red	\$ 2,479.17	\$ 2,479.17	3/7/2013	3/6/2023	10	10 (1)
INTERNATIONAL NEWS (RED - Granville)	RE-RENT	\$ 2,260.42	\$ 2,260.42	8/18/2013	8/17/2023	10	5 (2)
INTERURBAN CAFE AND PASTRY SHOP	RE-Concession	\$ 2,000.00		3/7/2013	3/6/2023	10	5 (1)
IPJIAN, JOHN	RE-Rent	\$ 438.64	\$ 438.64	9/1/1990	N/A	N/A	N/A
KCI ENTERPRISES	RE-Concession	\$ 3,503.35	\$ 3,503.35		8/13/2014		5 (1)
KEDZIE "L" NEWSSTAND	RE-Concession	\$ 968.73	\$ 968.73	9/23/2004	9/22/2014	5	5 (1)
KYUNG & YOUNG CO, LLC	RE-Concession	\$ 720.00		9/12/2012	9/11/2022	10	5 (1)
LOYOLA FOOD MART	RE-Concession	\$ 2,500.00	\$ 2,500.00	11/1/2006	N/A	N/A	N/A
LOYOLA UNIVERSITY CHICAGO (RE)	RE-Rent-1113 W Granville Ave	\$ 695.00	\$ 695.00	2/1/2011	1/31/2016	5	5 (1)
LOYOLA UNIVERSITY CHICAGO (RE)	RE-Rent-6505 N Sheridan Road	\$ 3,656.95	\$ 3,656.95	11/1/1989	10/31/2009	20	N/A
LUPITO'S JUICE BAR	RE-Concession	\$ 550.00	\$ 550.00	9/30/2010	11/28/2015	5	5 (1)
MINA BUILDERS, INC.	RE-Concession-Blue (Halsted)	\$ 834.25	\$ 834.25	9/14/2011	11/30/2016	5	5 (1)
MINA BUILDERS, INC.	RE-Concession-Pink	\$ 968.75	\$ 968.75	9/14/2011	9/30/2017	6	5 (1)
MINA BUILDERS, INC.	RE-Concession-Blue (Irving Park)	\$ 996.53	\$ 996.53	9/14/2011	5/31/2017	6	5 (1)
MORSE "L" LIQUORS	RE-Rent	\$ 1,808.00	\$ 1,808.00	11/1/2006		N/A	N/A
NATIONAL ABLE NETWORK	RE-Rent-Base	\$ 36,283.33	\$ 36,283.33	6/12/2012	5/12/2027	15	
NATIONAL ABLE NETWORK	Re-Rent-Additional	\$ 140.17	\$ 140.17	6/12/2012	5/12/2027	15	
NRN MIDWAY, INC.	RE-Concession	\$ 3,950.00	\$ 3,950.00	9/12/2012	9/11/2022	10	5 (1)
ORANGE CRUSH, L.L.C.	RE-Rent	\$ 958.33	\$ 958.33	8/1/1986		N/A	N/A
PASTOR GABRIEL HERNANDEZ	RE-License	\$ 100.00	\$ 100.00	2006	N/A	N/A	N/A
PERSHING AND STATE LP	RE-Rent	\$ 607.59	\$ 607.59	12/22/2003	12/21/2038	35	15 (2)
PRIMETIMETICKETS.COM	RE-RENT	\$ 5,100.00		TBD	TBD	7	7 (2)
REGIONAL TRANSPORTATION AUTHORITY (RE)	RE-Rent-567-Base	\$ 5,632.99		12/1/2006	10/15/2013	7	
ROBERT LUNDERMAN	RE-Concession	\$ 100.00		2013	N/A	N/A	N/A
ROSCOE VILLAGE LOFTS CONDO ASN	RE-Rent	\$ 1,483.33	\$ 1,483.33	11/1/1991	10/31/2016	25 (1)	
SAIGON SISTERS, LLC	RE-Rent-567-Base	\$ 3,745.48	\$ 3,893.12	9/2/2010	9/30/2020	10	
SANDWICHES LLC	RE-RENT		\$ 1,241.67	7/15/2013	11/14/2023	10	10 (1)
SHAH, HARSHAD & SUVERNA	RE-Concession	\$ 3,893.33	\$ 3,893.33	10/1/2013	9/30/2023	10	5 (2)
SHAH, UMESH	RE-Concession	\$ 1,335.00	\$ 1,335.00	10/1/1983	N/A	N/A	N/A
SHEFFIELD SHERIDAN POINT CONDO ASSOCIATION	RE-Rent	\$ 1,684.53	\$ 1,684.53	5/1/1990	4/30/2015	25	25 (1)
STARBUCKS	RE-RENT		\$ 6,250.00	9/27/2012	9/28/2022	10	5 (1)
STEPPENWOLF THEATRE COMPANY	RE-Rent	\$ 210.89	\$ 210.89	8/6/2003	8/5/2013	5	5 (1)
SUPERMERCADO LA CHIQUITA CERMAK, INC.	RE-Rent	\$ 893.88	\$ 893.88	5/1/2008	4/30/2010	2	1 (3)
THE BAGELER AND HIS WIFE	RE-Concession		\$ 1,248.33	8/4/2013	8/3/2023	10	10 (1)
TREVINO, INC.	RE-Rent	\$ 2,482.13	\$ 2,482.13	5/1/2005	5/31/2015	5	5 (1)
WILSON YARD DEVELOPMENT I, LLC	RE-Rent	\$ 3,208.33	\$ 3,208.33	11/23/2006	11/22/2041	35	15 (1)
1st Equi Property Inc. - 18th - Pink	RE-Concession	\$ 730.13	\$ 744.74	9/1/2004	8/31/2014	5	5 (1)
1st Equi Property Inc. - 35th/Archer - Orange	RE-Concession	\$ 486.78	\$ 496.52	9/1/2004	8/31/2014	5	5 (1)
1st Equi Property Inc. - Chicago - Red	RE-Concession	\$ 611.32	\$ 623.55	9/1/2004	8/31/2014	5	5 (1)
1st Equi Property Inc. - Cicero (A) - Green	RE-Concession	\$ 486.78	\$ 496.52	9/1/2004	8/31/2014	5	5 (1)
1st Equi Property Inc. - Cicero (B) - Green	RE-Concession	\$ 456.36	\$ 465.48	9/1/2004	8/31/2014	5	5 (1)
1st Equi Property Inc. - Davis - Purple	RE-Concession	\$ 993.65	\$ 1,013.53	9/1/2004	8/31/2014	5	5 (1)
1st Equi Property Inc. - Division - Blue	RE-Concession	\$ 456.98	\$ 468.12	9/1/2004	8/31/2014	5	5 (1)
1st Equi Property Inc. - Halsted/63rd	RE-Concession	\$ 847.63	\$ 864.58	9/1/2004	8/31/2014	5	5 (1)
1st Equi Property Inc. - Harlem - Blue	RE-Concession	\$ 425.95	\$ 434.47	9/1/2004	8/31/2014	5	5 (1)
1st Equi Property Inc. - Jackson - Red	RE-Concession	\$ 993.65	\$ 1,013.53	9/1/2004	8/31/2014	5	5 (1)
1st Equi Property Inc. - Linden - Purple	RE-Concession	\$ 1,034.20	\$ 1,054.88	9/1/2004	8/31/2014	5	5 (1)
1st Equi Property Inc. - Marion/Oak Park - Green	RE-Concession	\$ 1,216.81	\$ 1,241.15	9/1/2004	8/31/2014	5	5 (1)
1st Equi Property Inc. - Polk - Pink	RE-Concession	\$ 750.31	\$ 765.32	9/1/2004	8/31/2014	5	5 (1)
1st Equi Property Inc. - Rosemont (A) - Blue	RE-Concession	\$ 1,490.50	\$ 1,520.31	9/1/2004	8/31/2014	5	5 (1)
1st Equi Property Inc. - Rosemont (B) - Blue	RE-Concession	\$ 385.29	\$ 393.00	9/1/2004	8/31/2014	5	5 (1)
1st Equi Property Inc. - Washington/Madison - Blue	RE-Concession	\$ 486.78	\$ 496.52	9/1/2004	8/31/2014	5	5 (1)
1st Equi Property Inc. - Western - Blue	RE-Concession	\$ 608.45	\$ 620.62	9/1/2004	8/31/2014	5	5 (1)
1st Equi Property Inc. - Western - Brown	RE-Concession	\$ 871.98	\$ 889.42	9/1/2004	8/31/2014	5	5 (1)
1st Equity Group Concessions, LLC - Howard - Red	RE-Concession	\$ 416.67	\$ 416.67	5/1/2012	4/1/2022	10	5 (2)
1st Equity Group Concessions, LLC - Jeff Park - Blue	RE-Concession	\$ 3,041.67	\$ 3,041.67	5/1/2012	4/1/2022	10	5 (2)
1st Equity Group Concessions, LLC - Lake - Red	RE-Concession	\$ 800.00	\$ 800.00	5/1/2012	4/1/2022	10	5 (2)
1st Equity Group Concessions, LLC - Lake - Red	RE-Concession	\$ 1,000.00	\$ 1,000.00	5/1/2012	4/1/2022	10	5 (2)
1st Equity Group Concessions, LLC - Monroe/Madison - Red	RE-Concession	\$ 416.67	\$ 416.67	5/1/2012	4/1/2022	10	5 (2)
1st Equity Group Concessions, LLC - Fullerton - Red	RE-Concession	\$ 4,250.00	\$ 4,250.00	5/1/2012	4/1/2022	10	5 (2)
1st Equity Group Concessions, LLC - Howard (Upper) - Red	RE-Concession	\$ 850.00	\$ 850.00	5/1/2012	4/1/2022	10	5 (2)
1st Equity Group Concessions, LLC - Jackson - Blue	RE-Concession	\$ 1,000.00	\$ 1,000.00	5/1/2012	4/1/2022	10	5 (2)
1st Equity Group Concessions, LLC - Jackson - Red	RE-Concession	\$ 1,000.00	\$ 1,000.00	5/1/2012	4/1/2022	10	5 (2)
1st Equity Group Concessions, LLC - Monroe/Adams - Red	RE-Concession	\$ 750.00	\$ 750.00	5/1/2012	4/1/2022	10	5 (2)
1st Equity Group Concessions, LLC - Roosevelt - Red	RE-Concession	\$ 2,583.00	\$ 2,583.00	5/1/2012	4/1/2022	10	5 (2)
1st Equity Group Concessions, LLC - Kimball - Brown	RE-Concession		\$ 2,133.33	4/4/2013	3/1/2028	10	5 (2)
1st Equity Group Concessions, LLC - 95th - Red	RE-Concession		\$ 5,410.42	4/10/2013	10/9/2023	10	5 (2)
Tobmar International Inc. - Halsted - Orange	RE-Concession	\$ 1,008.27	\$ 1,450	7/15/2013	7/14/2023	10	5 (2)
Tobmar International Inc. - Kedzie - Orange	RE-Concession	\$ 1,149.44	\$ 1,165.22	1/1/2009	12/31/2013	5	5 (1)
Tobmar International Inc. - Western - Orange	RE-Concession	\$ 1,028.46	\$ 1,500.00	7/15/2013	7/14/2023	5	5 (2)
Tobmar International Inc. - Pulaski - Orange	RE-Concession		\$ 2,140.99	9/31/2009	9/30/2014	5	5 (1)
Tobmar International Inc. - 95th - Red	RE-Concession	\$ 5,207.25	\$ 5,363.50	9/3/2010	11/1/2015	5	5 (1)
AT&T NETWORK REAL ESTATE ADMINISTRATION	RE-Rent-2 Locations	\$ 1,031.45	\$ 1,031.45				
CITY OF CHICAGO (RE)	RE-Rent-567-Base	\$ 79,603.49	\$ 79,603.49				
CITY OF CHICAGO (RE)	RE-Rent-567-Janitorial Services	\$ 18,226.95	\$ 18,226.95				
CITY OF CHICAGO-DEPT OF FLEET MANAGEMENT	RE-Rent	\$ 9,164.00	\$ 9,164.00				
CITY OF EVANSTON-CIVIC CENTER	RE-Rent	\$ 990.00	\$ 990.00				

Monthly Invoices - Concession and Rent 08/01/2013

Customer Name	Customer Location	2013 Amount	2014 Amount	Agreement Commence.	Agreement Termination	Term Years	Option Yrs (# of opts)
COMMONWEALTH EDISON CO. (RE)	RE-Rent	\$ 292.38	\$ 292.38				
COMMONWEALTH EDISON CO. (RE)	RE-License-Seminary	\$ 1,400.00	\$ 1,400.00				
COMMONWEALTH EDISON CO. (RE)	RE-License-Prairie	\$ 528.00	\$ 528.00				
CRICKET COMMUNICATIONS, INC.	RE-Rent-Maintenance	\$ 5,573.96	\$ 5,573.96				
CRICKET COMMUNICATIONS, INC.	RE-Rent-ROW	\$ 15,950.00	\$ 15,950.00				
NEW CINGULAR WIRELESS PCS, LLC	RE-Rent-Maintenance	\$ 5,209.31	\$ 5,209.31				
NEW CINGULAR WIRELESS PCS, LLC	RE-Rent-ROW	\$ 15,950.00	\$ 15,950.00				
NEW CINGULAR WIRELESS PCS, LLC	RE-Rent-Commission	\$ 3,000.00	\$ 3,000.00				
T-MOBILE CENTRAL LLC	RE-Rent-ROW	\$ 15,950.00	\$ 15,950.00				
T-MOBILE CENTRAL LLC	RE-Rent-Maintenance	\$ 5,209.31	\$ 5,209.31				
T-MOBILE CENTRAL LLC	RE-Rent-Commission	\$ 3,000.00	\$ 3,000.00				
U.S. CELLULAR	RE-Rent-Maintenance	\$ 7,298.32	\$ 7,298.32				
U.S. CELLULAR	RE-Rent-ROW	\$ 19,937.50	\$ 19,937.50				
VERIZON WIRELESS	RE-Rent-Maintenance	\$ 6,120.95	\$ 6,120.95				
VERIZON WIRELESS	RE-Rent-ROW	\$ 15,950.00	\$ 15,950.00				
VERIZON WIRELESS	RE-Rent-Commission	\$ 3,000.00	\$ 3,000.00				



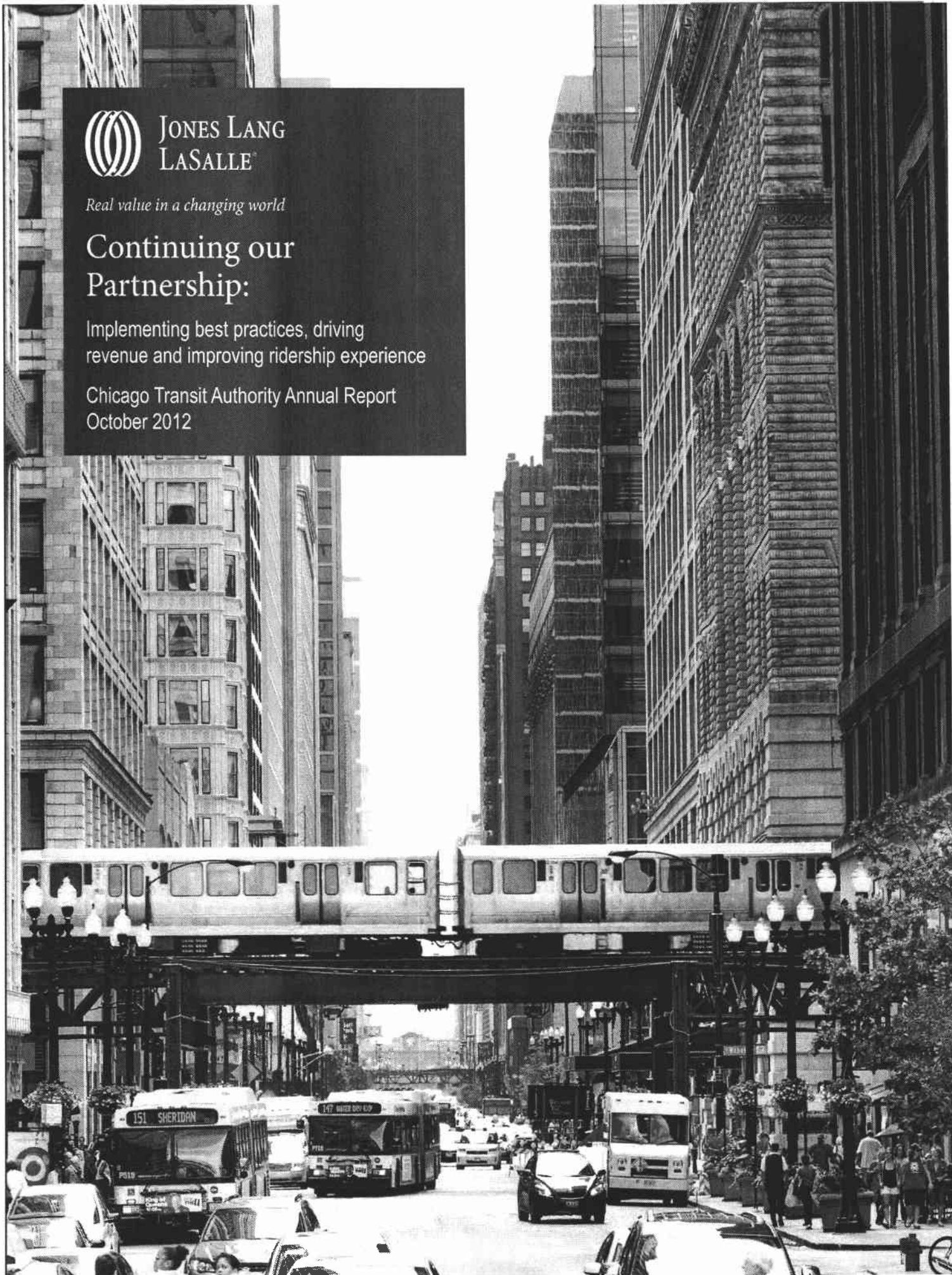
JONES LANG
LASALLE®

Real value in a changing world

Continuing our Partnership:

Implementing best practices, driving
revenue and improving ridership experience

Chicago Transit Authority Annual Report
October 2012



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JONES LANG
LASALLE

Real value in a changing world

To the Chicago Transit Authority (CTA) Transit Board:

As we enter the fifth contract year, the Jones Lang LaSalle / Transit Realty Advisors (TRA) team has held a steady course of revenue and service which is represented here in the contract year four annual report. We are proud of what has been accomplished this year and are gratified by the integral roles played by CTA staff in that success. Our team, including our DBE sub-contractors (Sperry Management and Strada Real Estate Services) has partnered with the CTA Real Estate Department to identify innovative, market driven strategies to drive revenue, deploy technology, monetize surplus assets and deliver tangible results. Despite a challenging real estate market and economy, the team executed on the groundwork that was laid over the past 3 years and made significant progress. Our goal for the culmination of the five-year contract is to position the CTA to continue to take full advantage of the real estate market recovery and to continue to grow non fare box revenue. We look forward to continuing our partnership to bring these plans to fruition.

The CTA plays an essential role in making Chicago a great city. In support of the CTA's mission to deliver quality, affordable transit services that link people, jobs and communities, the Jones Lang LaSalle / TRA team continue to deliver unparalleled client focus. Our disciplined approach to asset management and financial stability along with the relationships cultivated with CTA staff have yielded notable results and accomplishments during our fourth contract year.

This report highlights our activities and continuing progress in advancing a variety of initiatives including; 1) brokerage of property sales and office leasing, 2) concession leasing and management and 3) transit oriented development initiatives. While these activities are summarized on the following pages, please also visit www.ctarealestate.com for dynamic status updates on various property offerings and upcoming opportunities.

We look forward to the upcoming year with confidence. We take pride in the fact that we were named to the Chicago Tribune's List of "100 Top Workplaces", FORTUNE magazine's "World's Most Admired Companies" and Forbes magazine's "Platinum 400 Best Big Companies." Our outstanding reputation in real estate management, brokerage and transaction services supports our vision to accomplish even more in the year ahead.

In concluding our fourth successful contract year, we extend a hearty thank you to the CTA employees, representing Real Estate, Engineering, Finance, Accounting, Legal, Purchasing, Operations, Construction and Maintenance. We also thank Sperry Management and Strada Real Estate Services as well as all Jones Lang LaSalle / TRA employees dedicated to the CTA account. We recognize that all accomplishments were made possible through the continued hard work and dedication of our TEAM.

We thank you for your ongoing support and partnership with Jones Lang LaSalle.

Sincerely,

Kurt H. Little, Managing Director
Jones Lang LaSalle Americas, Inc.

Executive Summary

This fourth annual Real Estate Report to the Chicago Transit Authority (CTA) marks the beginning of the fifth year of the five-year Real Estate Management Services contract. Specific service categories include Brokerage Services, Concession Leasing and Management, and Transit Oriented Development (TOD).

The report is designed to share with the CTA and its stakeholders the work performed and accomplishments achieved to date. Similar reports have been delivered for each year of the five year contract highlighting ongoing initiatives and key accomplishments.

During the past year, the Jones Lang LaSalle / TRA team worked with the CTA's Real Estate, Engineering, Legal, Purchasing, Operations, Maintenance and Accounting Departments to build on the foundation established during contract years one through four. As trusted advisors, our working relationship has produced significant new revenue, cost savings as well as quantifiable results for the CTA including 10 new retail spaces leased this year, with up to six additional leases to be awarded before year end.

The chart below outlines contract revenue generated in contract year four, contract revenue the Jones Lang LaSalle / TRA team has generated to date as well as potential revenue that can be generated through the continued partnership with CTA. Overall, the Jones Lang

LaSalle / TRA team has delivered more than an 800% return on the management and brokerage fees paid by the CTA to date.

Maintaining focus on driving continued positive results, the Jones Lang LaSalle / TRA team completed projects allowing CTA to move to the next phase in accomplishing the overall contract goals including:

- Increase real estate non-farebox revenue
- Preserve and enhance the value of the CTA's Real Estate Portfolio
- Improve and expand the ridership experience via additional, convenient and modern retail service offerings

To that end, the team continued to make progress on the established objectives listed below:

- Market and sell surplus properties systemwide and provide office brokerage services
- Market, lease and manage concession properties
- Provide facilities and vendor management services for retail concessions, vending machines, parking lots, and ATMs
- Provide TOD advisory services at priority locations as requested by CTA on a case by case basis
- Identify sale / leaseback and ground lease opportunities for consideration by the CTA

Contract area	New contract revenue generated in CY 4	Contract revenue generated to date	Potential revenue
Surplus property sales	\$0	\$4,294,000	\$11,122,840
567 W. Lake office leasing	\$0	\$8,100,000	\$12,771,000
Retail / Concessions leasing	\$4,057,273	\$7,516,615	\$3,872,000
ATMs	\$180,000	\$6,580,000	\$0
Parking	\$0	\$8,000,000	\$0
Vending	\$0	\$790,000	\$0
TOD	\$0	\$0	\$6,950,000
Totals	\$4,237,273	\$35,280,615	\$34,715,840

Executive Summary

The following are contract year four highlights of the Jones Lang LaSalle / TRA team accomplishments toward these objectives:

Brokerage

- Advertised and marketed Invitations for Bids and Requests for Proposals for the sale of five surplus properties with an estimated value of \$7,180,000
- Continued to market the remaining office space available at 567 W. Lake Street to various not-for-profit and local government entities

Retail / Concession Space

- As a result of the passage of the Brokerage Ordinance in March of 2011, Jones Lang LaSalle listed and marketed 18 retail / concession properties via the CTA real estate website (www.ctarealestate.com) since the start of 2012, including month-to-month agreements
- Ten new leases were approved to date and up to six additional spaces may be approved by year end 2012. Tenant varied between national brands to local “mom and pop” businesses. Value to CTA: over \$4 million
- Successfully resolved property maintenance issues with tenants as they arose with the assistance of CTA Maintenance staff
- Signed and facilitated the build out of Starbucks to occupancy at the highly coveted North and Clybourn Station retail space
- Continued to focus on increasing amenities provided to riders through concession leasing program

Parking

- Jones Lang LaSalle and CPS Parking worked together to diversify parking rates across the Park & Ride system. The impact of this rate change will continue to be monitored as more data becomes available
- As contract year four concludes, all Park & Ride Lots except those managed by municipalities are under the management of a single operator with coterminous contract end dates, which has facilitated management of the parking lots and the streamlining and standardization of financial reporting
- In conjunction with CTA Real Estate Asset Management and CPS Parking, opened seven new Under 'L' lots. This will provide an increase in annual guaranteed revenue of \$32,004 with additional upside revenue potential as well as offering local residents additional sources of convenient parking
- Continued to manage the CPS Parking, LLC contract for the Park and Rides and Under 'L' program which consists of providing process and financial reporting oversight and contract administration management



Executive Summary

ATMs

- Successfully oversaw RFP release of 61 sites that were not bid on with the 2009 ATM RFP. All ATM locations except one were bid on, resulting in over \$72,000 per year in guaranteed income plus variable income based on usage
- Oversaw resolution of ATM related issues such as temporary removals of ATMs due to station closures and renovations as well as the reporting and clean up of damage due to vandalism
- Continued to monitor, track and manage the existing ATMs across the system which earned the CTA over \$1.4 million in the second year of the five year contract. Total revenue received by CTA on this contract has exceeded \$2.7 million to date

Beverage Vending

- Continued to monitor the Coke contract and work with CTA and Coke staff on removals and relocations of machines when necessary to allow for CTA construction projects or additional ticket machine installation
- Notified Coke immediately when machines were observed out of order to reduce downtime and maximize revenue generation, especially in the summer months
- Met with new account manager at Coke and established a monthly call to improve communications with Coke and continued to expand Coke into additional stations, where possible

- Worked with CTA Operations and Coke to determine locations across the system for additional Coke machine installations in order to maximize vending revenue
- Worked with CTA and Coke to re-locate or remove machines to make room in stations systemwide for new transit card vending machines
- Beverage vending contract revenue to date is just under \$700,000

Specialty Vending

- Terminated the Classic Vending trial contract for magazine vending due to lack of revenue.
- Oversaw implementation of RedBox and Zoom contract award resulting in over \$12,000 in CTA revenue to date
- Assisted CTA in installation RedBox and Zoom machines systemwide
- Initiated review of a healthy snack / food vending RFP for employee locations
- Initiated IFB for additional specialty non-food vending at over 20 locations across the system

Transit Oriented Development (TOD)

- Submitted for CTA review draft TOD Request for Proposal documents, which utilize long term ground leases as a deal structure
- Prepared a form long term ground lease for use on TOD projects
- Connected with the Chicago development community to generate interest in potential TOD offerings



Executive Summary

- Participated in a real estate market study for the Bryn Mawr station

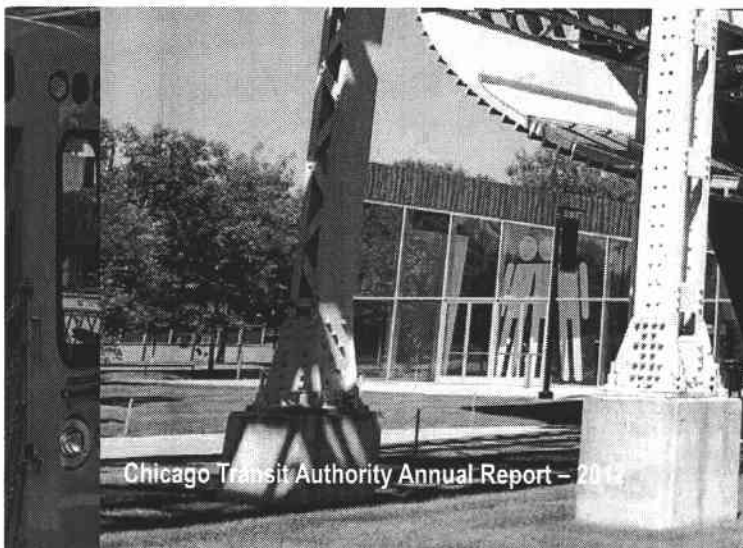
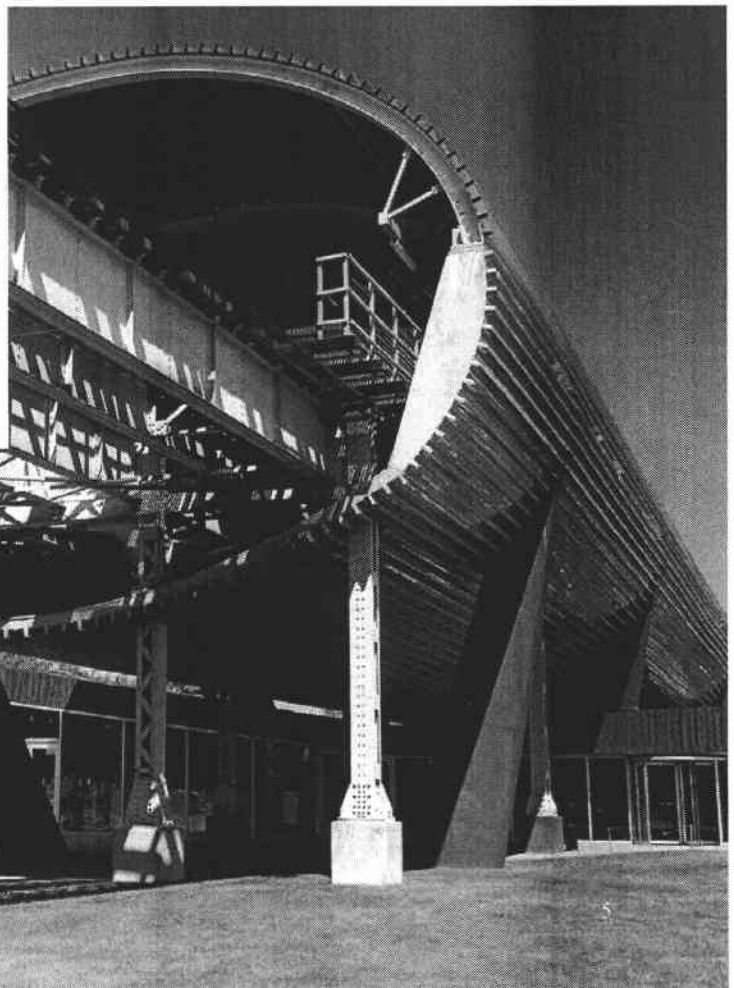
Facilities Management

Following is a sampling of the services coordinated with Strada Real Estate Services:

- Physically inspected stations every month, reporting on conditions of real estate assets and communicated any tenant issues
- Provided photo documentation of property issues
- Provided access at various properties for utility meter readings
- Confirmed square footage measurements for specified vacant retail spaces
- Assisted in property showings to prospective tenants.
- Supervised various tenant move-ins and assisted with location of utilities and key change out coordination with CTA locksmiths
- Completed post move-out inspections for all vacating tenants to determine if the tenant left the space in suitable condition and the security deposit should be returned
- Distributed items to tenants systemwide, such as an updated concessions handbook and various notices of policy changes
- Coordinated installation and removal of For Lease signs on retail property

Miscellaneous

- Continued to provide the monthly Real Estate Status report including detailed revenue reporting for each asset class
- Began real estate market and financial analysis for long term development related opportunities at the Bryn Mawr station on the Red Line as part of a contract task order
- Supported CTA with collection of documentation for Cook County Tax Assessor's office, relative to tenant leasehold taxes and prepared letters notifying tenants of their delinquent leasehold taxes
- Achieved approximately 30% DBE spending since the onset of the project



Timeline

This section includes a chronological view of the Jones Lang LaSalle / TRA team contract related achievements, including some of the planned achievements for the remainder of the five-year contract.

August 2008

Brokerage

1. Collaborated with CTA to complete the surplus approval process
2. Visited, reviewed and evaluated each surplus property site to a) confirm CTA ownership, b) record physical attributes and c) determine zoning classification, market, economic feasibility and proposed uses
3. Completed the due diligence required for pre-marketing surplus properties
4. Prepared a marketing strategy, plan and collateral material (e.g. brochures and website listings)

Concessions

5. Prepared a baseline assessment of each concession property
6. Defined concession opportunities and created a Concession Plan
7. Initiated monthly inspections of concessions
8. Reviewed and abstracted all leases, creating a digital filing cabinet for all relevant leases and associated documents
9. Revised and distributed the CTA Concession Operator's Handbook
10. Prepared a proposed operating budget

Transit Oriented Development (TOD)

11. Completed a preliminary review of CTA stations and other CTA sites to ascertain viable TOD sites
12. Met with local planning departments to ascertain the level acceptance of smart growth concepts with the community for each neighborhood containing a CTA facility under consideration for TOD
13. Upon completion of due diligence, prioritized the TOD sites considered high, medium or low
14. Prepared site summary reports

General

15. Completed the following: a) review of existing data, b) financial analysis, c). site profiles, d) benchmarking analysis, and e) interviews with key CTA personnel to gain a rapid understanding of current CTA practices regarding a number of items, including concession management, lease management, vendor management, operations, accounts payable / accounts receivable procedures, portfolio of owned / leased properties, surplus properties, current RFP process, approval processes and goals for the TOD program
16. Developed and presented an Annual Report, outlining estimated income and plans for achieving revenue goals each year, beginning in CY2010 (For CY2009, Jones Lang LaSalle worked with CTA to provide its best estimate of real estate revenues for CY2009.)
17. Established a website to support marketing of properties for sale and/or lease. The website (www.ctarealestate.com) also serves as a vehicle for gathering a database of interested tenants / buyers for RFP / IFB activities
18. Notified tenants of delinquent leasehold tax bills
19. Introduced the Jones Lang LaSalle National Property Service Call Center (NPSC) to facilitate a single point of contact for tenant repair / maintenance requests
20. Developed a standard form Invitation for Bids for revenue contracts
21. Developed new standard forms for retail leases and concession licenses
22. Developed a new model contract for the parking concession which includes the requirement for state of the art revenue control systems and audit controls
23. Recommended changes to how appraisal scopes of services are developed
24. Recommended changes to how survey scopes of services are developed

25. Created a one-page station tracker, consolidating data on ridership and location of vending, concessions, ATMs and parking
26. Recommended use of an integrated accounts receivable / tenant management database system for managing leases
27. Recommended establishment of a budget for tenant related repairs

August 2009

Brokerage

1. Managed the solicitation process for each transaction, in conjunction with CTA Legal,
2. Advised CTA of any TOD opportunities discovered
3. Advised CTA of any sale / leaseback opportunities
4. Continued to market properties and close pending transactions

Concessions

5. Released an RFP with the goal in mind to lease at least 25% of vacant concession properties that are currently in leasable condition
6. Reviewed existing lease renewal options and extended as appropriate
7. Finalized agreements / contracts with specialty vending companies to pilot specialty vending on CTA rail lines
8. Continued to manage existing vendors / tenants, periodically measuring level of satisfaction, through interviews

TOD

9. Conducted recommended pre-development activities and continued to work with CTA to develop RFP documents including long term lease deal structures

General

10. Continued to support CTA and Cook County with the collection of past due leasehold taxes from retail concession tenants

August 2010

Brokerage

1. Completed a transaction with National Able Network for 21,770 SF of space on the 11th floor resulting in \$8.1 million in revenue to CTA over a 15 year term
2. Continued to manage the solicitation process for land sale transactions, in conjunction with CTA Legal
3. Continued to advise CTA of any additional land sale / brokerage opportunities discovered
4. Advised CTA of additional sale / leaseback opportunities
5. Continued to market and close pending and new sale transactions
6. Continued to market the remainder of the 11th floor and the 12th floor of 567 W. Lake

Concessions

7. Continually updated tenant contact information
8. Leased vacant concession properties through the new brokerage ordinance leasing process
9. Reviewed existing lease renewal options and extended where appropriate
10. Reviewed the status of agreements / contracts with specialty vending companies and made recommendations to extend or terminate agreement based on the vending concept's success
11. Continued to manage existing vendors / tenants, periodically gauging level of satisfaction
12. Provided construction estimates for work required to get vacant spaces in leasable condition
13. Updated CTA records with accurate square footages for vacant retail concession spaces
14. Hired structural engineering firm to confirm the structural integrity of all platforms where new ATM machines are being placed
15. Supported CTA in the installation of ATM machines upon executing four approved bank license agreements

Timeline

TOD

16. Conducted recommended pre-development activities and continued to work with CTA to develop RFP documents including long term ground lease deal structures

General

17. Supported CTA and Cook County with the collection of past due leasehold taxes from retail concession tenants
18. Supported CTA in various initiatives such as distributing changes in policy to lessees systemwide, including notifying tenants of the ban of glue traps in rodent control

August 2011

Brokerage

1. Continued to manage the solicitation process for each land sale transaction, in conjunction with CTA
2. Continued to advise CTA of additional land sale / brokerage opportunities discovered
3. Advised CTA of additional sale / leaseback opportunities
4. Marketed remaining space at 567 W. Lake on the 11th and 12th floors to not for profits and local government entities

Concessions

5. Rolled out concessions leasing program to proactively fill existing vacancies
6. Managed new tenant approval and space build out process in conjunction with CTA Engineering and various trades groups
7. Continually updated tenant contact information and vacancy information
8. Reviewed existing lease renewal options and extended where appropriate
9. Reviewed status of agreements / contracts with specialty vending companies and made recommendation to extend or terminate agreement based on performance
10. Secured execution of specialty vending contracts.

11. Continued to manage existing vendors / tenants, periodically measuring level of satisfaction and compliance with CTA tenant requirements
12. Visited locations without ATMs to determine appropriate placement and prepared ATM RFP documents
13. Drafted a long term specialty vending IFB.
14. Drafted and released long term employee location food vending IFB

TOD

15. Conducted recommended pre-development activities and continued to work with CTA to develop RFP documents including long term lease deal structures

August 2012

Brokerage

1. Continue to manage the solicitation process for each transaction in conjunction with CTA
2. Continued to advise CTA of additional land sale / brokerage opportunities discovered
3. Continue to market additional office space for lease at 567 W. Lake

Concessions

4. Continue to utilize concessions leasing program to proactively fill existing vacancies and replace month-to-month leases with long term leases
5. Continue to work with tenants and CTA Engineering staff to manage the build out process and to ensure that all CTA regulations are met pre- and post-occupancy
6. Continually update tenant contact information and vacancy information.
7. Review existing lease renewal options and extend where appropriate
8. Review status of agreements / contracts with specialty vending companies and make recommendation to extend or terminate agreement based on performance

Timeline/Leadership Team That Drives Results

9. Continue to manage existing vendors / tenants, periodically measuring level of satisfaction and compliance with CTA tenant requirements
10. Proactively ensuring compliance with CTA regulations by all tenants
11. Monitor installation of remaining 60 ATM locations

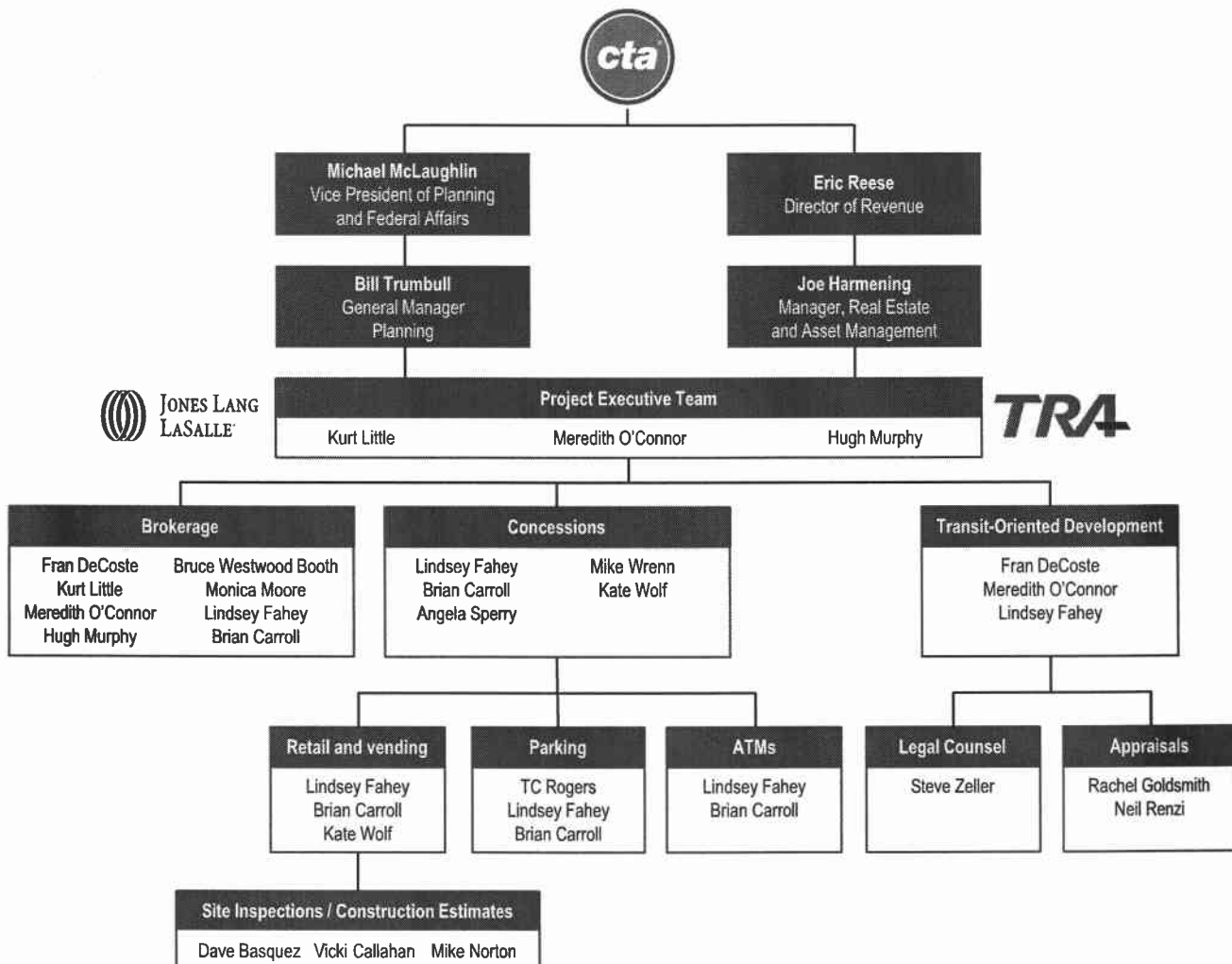
TOD

12. Conduct real estate market analysis regarding transit oriented development opportunities on the North Main Line as renovations occur
13. Undertake a development study and IFB offering at the historic Wilson Station on the Red Line

Leadership Team That Drives Results

CTA, Jones Lang LaSalle / TRA and their DBE partners have a dedicated team to serve the CTA into the future. We are very proud of the results our team has produced as well as the high level of service provided. We look forward

to delivering the same caliber of customer service going forward. Jones Lang LaSalle / TRA and their partners have truly integrated to provide seamless collaborative services to CTA.

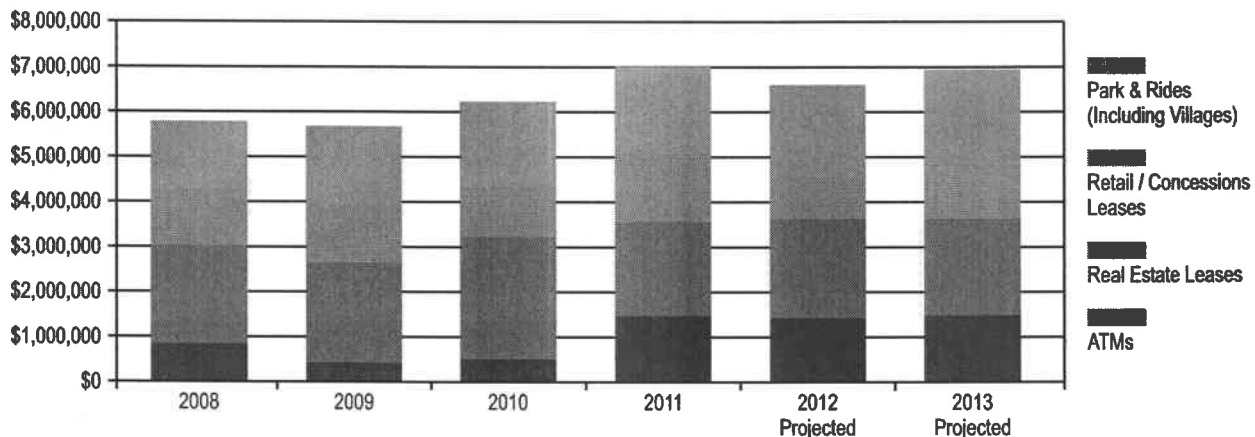


Portfolio Overview

Below is a summary of overall portfolio performance based on revenue data provided by CTA, along with revenue projections through year end 2013. Since 2008 the Jones Lang LaSalle / TRA team has worked diligently to grow revenue across the portfolio. Annual

ATM revenue has grown by over \$1,500,000 since 2008 and with revenue from the new retail leases, annual retail / concession revenue is expected to grow by over \$200,000 in 2013.

Portfolio	2008	2009	2010	2011	2012 (Projected)	2013 (Projected)
ATMs	\$871,966	\$466,838	\$531,729	\$1,440,678	\$1,437,921	\$1,481,059
Real Estate Leases	\$2,167,161	\$2,194,384	\$2,718,436	\$2,210,271	\$2,218,913	\$2,263,291
Retail / Concessions Leases	\$1,252,162	\$1,265,060	\$1,137,406	\$1,431,096	\$902,996	\$1,102,996
Parks & Rides (Including Villages)	\$1,525,981	\$1,786,497	\$1,872,350	\$1,914,862	\$2,004,862	\$2,094,862
Totals	\$5,817,270	\$5,712,779	\$6,259,921	\$6,996,908	\$6,564,692	\$6,942,208



Please note that the drop in revenue from 2011 to the projected 2012 level was due to several factors that can be viewed as worthwhile investments. The CTA has terminated retail tenants as a result of construction projects, removed / abated rent for ATMs and vending

machines for transit purposes and shifted categories for certain revenues. These factors caused an approximate 6.58% reduction in projected 2012 revenue, however represents an important investment in the future marketability of these sites.

Brokerage Performance Summary

The Team is pleased to highlight brokerage accomplishments achieved this year. Important strides have been made toward marketing various surplus properties. Following

is a brief summary of key accomplishments in this area and a historic summary of land sale revenue.

Portfolio	2008	2009	2010	2011	2012	Potential Revenue from Land Sales
Land Sales	\$0	\$982,000	\$3,312,000	\$161,000	\$0	\$11,122,840

- Advertised and marketed Invitation for Bids and Requests for Proposals for nine surplus properties including:
 - 3400 N. Lincoln Avenue IFB – Value to CTA: \$850,000
 - 2525 N. Kedzie Boulevard RFP – Value to CTA: \$3.35 million
 - 4658 N. Virginia Avenue RFP – Value to CTA: \$680,000
 - 939 W. Armitage St RFP – Value to CTA: \$850,000
 - 1801 W. Grace Street RFP – Value to CTA: \$475,000
 - Archer Bus Garage RFP – Value to CTA: \$1.5 million
 - 412 N. Wells Street RFP – Value to CTA: \$2.0 million
 - 79th and Wentworth Ave RFP – Value to CTA: \$1.07 million
 - 2740 – 2744 N. Kedzie Ave RFP – Value to CTA: \$350,000
- The above values to CTA are the minimum required bid for each property. In some cases there have been bids received that exceed these figures
- Continued to market the remainder of the 11th floor and the 12th floor of 567 W. Lake
 - Numerous tours with interested parties have been conducted
 - Jones Lang LaSalle has responded to numerous RFPs from potential tenants seeking office space at 567 W. Lake Street during 2012



Retail Leasing and Management Performance Summary

Retail Leasing

Following approval of the ordinance allowing brokerage of retail properties systemwide in March of 2011, tremendous strides have been made toward generating market interest in the vacant retail concession spaces. While the need for funding to update retail properties continues, progress has been made to address some of the most pressing maintenance concerns. Updates on the North Red Line properties have already garnered interest from the brokerage community and local neighborhood economic development groups as a result of their renovation.

Focus remains on brokering spaces “as is” and establishing pricing to make the prospect of leasing the spaces attractive to budding entrepreneurs as well as nationally acclaimed tenants with resources to invest in tenant improvement upgrades. In sum, Jones Lang LaSalle listed and marketed 18 retail / concession properties via the www.ctarealestate.com website, with ten leases approved to date and six potentially approved by year’s end. Over their terms these leases will result in an additional \$4 million in revenue to CTA and will provide CTA customers and the communities surrounding the stations with updated convenience amenities.

Jones Lang LaSalle staff also provided project management services for the build outs of new retail spaces, facilitating the CTA approval process as well as assisting the new tenants with permitting reviews. The Starbucks at North and Clybourn as well as the Dunkin Donuts at Fullerton opened in September of 2012.



Dunkin Donuts opens at the Fullerton Red line Station.



Starbucks opens at the North and Clybourn station.

Retail Leasing and Management Performance Summary

Process Overview

- An Ordinance to use a standard brokerage process rather than an RFP to lease retail concessions was passed in March of 2011 by the CTA Board
- Since the passage of the Retail Broker Ordinance, Jones Lang LaSalle has brought to market 42 previously vacant tenant spaces and month-to-month leases. Locations undergo extensive market research to determine a recommended pricing range that will both encourage entrepreneurial endeavors and earn a competitive income stream for the CTA
- Jones Lang LaSalle provides a marketing sheet for each property detailing properties amenities, suggested rental range and relevant site demographics and station ridership data

Outreach and Marketing

- A marketing website (www.ctarealestate.com) was created and is in active use to list and outline all real estate related opportunities the CTA has to offer. This website also clearly outlines the process and houses all needed documentation for lease applicants to download
- Jones Lang LaSalle utilized internet listing sites such as Loopnet and CoStar to market the CTA's retail locations to a national audience as well as existing brokerage network relationships

- Direct calls were made to businesses that could potentially serve the CTA's ridership
- Email marketing blasts were sent out to parties expressing interest in retail leasing with CTA in addition to an email blast sent to large number of City of Chicago community groups
- Jones Lang LaSalle brokers conducted open houses at all spaces listed, as well as conducted one-off showings to interested potential tenants as requested
- Following is a sample list of various vendors currently expressing interest in leasing retail from CTA:
 - National recognized coffee convenience and quick serve food brands
 - International newsstand operators
 - Various "mom and pop" local newsstand operators
 - Various local coffee cafés and quick serve food operations

Leasing Initiatives

- Continued retail leasing initiative until all leasable vacancies are filled under brokerage ordinance
- Continued to lease spaces currently on month-to-month agreements to secure longer term agreements.
- Strategically listed month-to-month tenancies

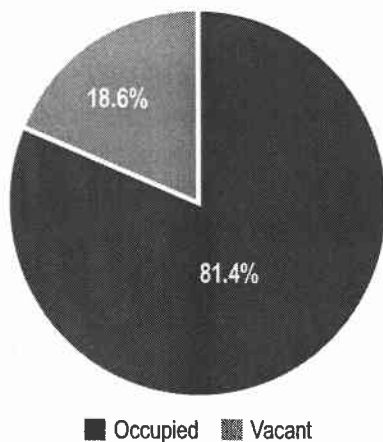


Retail Portfolio Overview

Jones Lang LaSalle and CTA staff have worked tirelessly to increase occupancy across the system in order to maximize revenue to CTA as well as serve the ridership. Below are a series of metrics that give insight into how successful this process is.

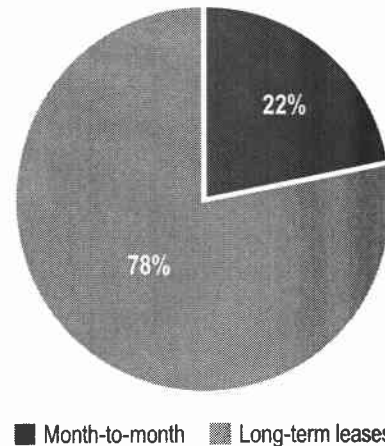
The first chart is an occupancy graph. This number is a result of the spaces that are potentially rentable. Recently, several retail spaces located on the North Main Line have become rentable and are about to enter the Retail Leasing Program. These spaces have increased vacancy due to their recent release on the market. We have seen a healthy pipeline of interest from retail tenants for this area so we expect our upcoming efforts to lease these properties to successfully increase occupancy.

Occupied vs. vacant retail



Currently there is a total of 127 retail concession spaces at or near the 75 rail stations containing concessions. At this time, 79 spaces are occupied and 18 are vacant. The above graph details the breakdown of the CTA retail portfolio into vacant and leased spaces.

Month-to-month vs. long-term leases

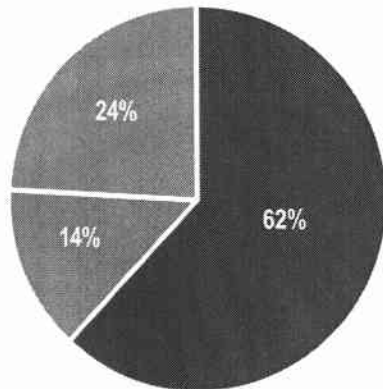


The 79 occupied spaces, can be split into two categories, those with long term agreements in place and those that are on month-to-month agreements. Long term leases include locations that are governed by an existing lease that has not expired and has additional term and / or options left.

Month-to-month agreements have typically expired or are agreements that were previously made by CTA that only allowed month-to-month tenancy. 22% of the portfolio is made up of month-to-month agreements. Going forward, these present an opportunity for CTA to re-lease through the brokerage process, allowing rents to reset to current market rates, needed upgrades to be made to the spaces and new businesses an opportunity to open in communities across Chicago. The above graph shows the portfolio breakdown of the leased space into long term leases versus month-to-month agreements relative to the vacant spaces.

Retail Portfolio Overview

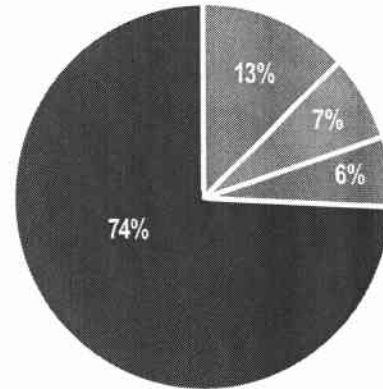
Portfolio including locations under construction



■ Occupied ■ Vacant ■ Under construction

There are an additional 30 spaces which the CTA may at some point lease but are under construction or un-leasable at this time. Some spaces that are currently under construction are on the North Main Line and have yet to be completed. Spaces that are un-leasable need substantial physical upgrades and are not marketable to a potential tenant. Typically spaces in this category have water seepage and leaking issues due to being underneath the track bed and / or in an embankment, making repairs difficult and extremely costly. The above graph details the breakdown between spaces that are occupied, vacant or under construction.

Leasable portfolio breakdown status

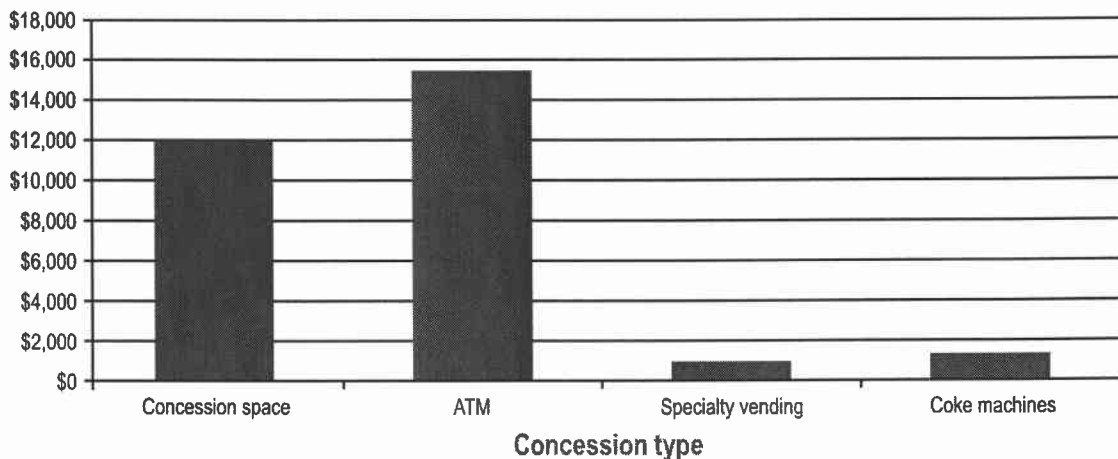


■ Pending ■ Listed ■ Negotiated ■ Executed

Status of Leasable Portfolio

Above is a breakdown of the status of the spaces on the CTA. 74% of the retail spaces are currently under an executed agreement with an additional 6% pending lease negotiations or Board approval. This number also reflects the additional spaces at which construction has recently been completed. These properties would fall into the pending category as we are currently preparing to market the spaces.

Average annual revenue per unit



Parking

Park & Rides

Jones Lang LaSalle has continued to provide financial oversight and management of the parking contract between CPS Chicago Parking, LLC ("CPS Parking") and the CTA. Rosemont, Harlem & Higgins / Forest Park and the 11 Lot contracts as well as the Under 'L program all fall under CPS Parking management. Financial oversight and management of this contract has been greatly facilitated and streamlined by having the all lots under the management of a single parking operator.

In May of 2012, Jones Lang LaSalle, CPS Parking and CTA staff implemented a rate changes for daily parking rates at CPS Parking lots ranging from \$2-\$5. Based on

occupancy, rates either increased or decreased with two goals in mind; increase occupancy at less desirable lots, and increase revenue at highly desirable lots. These goals have largely been accomplished. Analysis of the impacts of these changes is ongoing.

Besides the annual guarantee of \$1.6 million for the 11 Lot and Under 'L Contract, the Rosemont Addendum and the Forest Park and Harlem / Higgins Contract, the contracts have provided an additional \$304,000 in upside revenue to CTA. The Jones Lang LaSalle / TRA team looks forward to continuing their successful relationship with CPS Parking, over the coming years.

Below and on the next page is an overview of the revenue generated and projected from the CPS Parking contract to date.

2010 revenue overview

Park & Ride Lot	Contract start date	Minimum annual guarantee	Upside revenue 2010
11 Lot Contract	Dec-09	\$1,000,000	\$57,391
Rosemont (6 Months)	Jun-10	\$256,002	\$63,466
Forest Park / Harlem & Higgins (2 Months)	Nov-10	\$15,250	\$5,849
Totals		\$1,271,252	\$126,706
Total annual parking contract revenue			\$1,397,958

2011 revenue overview

Park & Ride Lot	Contract start date	Minimum annual guarantee	Upside revenue 2011
11 Lot Contract	Dec-09	\$1,000,000	\$127,839
Rosemont	Jun-10	\$512,004	\$110,051
Forest Park / Harlem & Higgins	Nov-10	\$91,500	\$59,175
Totals		\$1,603,504	\$297,065
Total annual parking contract revenue			\$1,900,569

2012 revenue projection

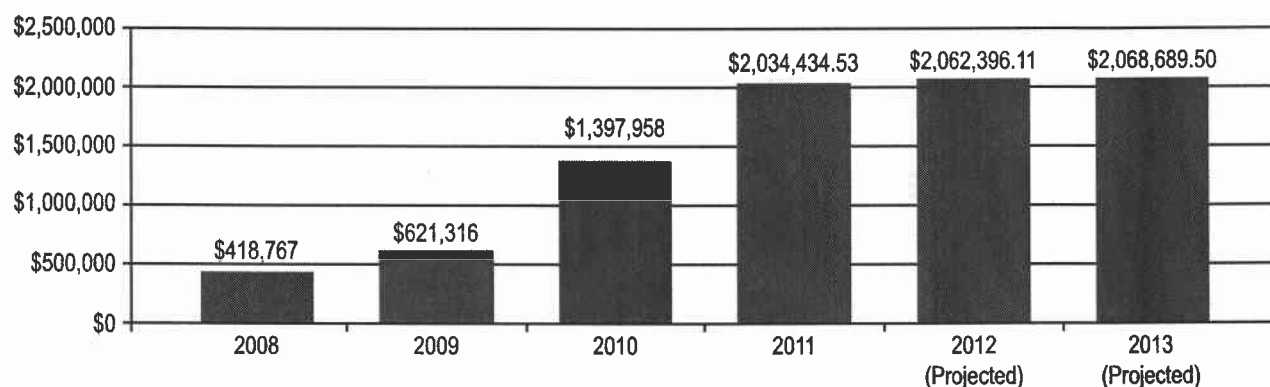
Park & Ride Lot	Contract start date	Minimum annual guarantee	Upside revenue 2012
11 Lot Contract*	Dec-09	\$999,146	\$128,603
Rosemont	Jun-10	\$512,004	\$126,888
Forest Park / Harlem & Higgins	Nov-10	\$91,500	\$48,818
Totals		\$1,602,650	\$304,310
Total annual parking contract revenue			\$1,906,960

*4 months projected

2013 revenue projection

Park & Ride Lot	Contract start date	Minimum annual guarantee	Upside revenue 2013
11 Lot Contract	Dec-09	\$999,146	\$129,889
Rosemont	Jun-10	\$512,004	\$128,157
Forest Park / Harlem & Higgins	Nov-10	\$91,500	\$49,306
Totals		\$1,602,650	\$307,353
Total annual parking contract revenue			\$1,910,003

11 Lot Park & Ride, Under 'L & Village Lot annual revenue growth



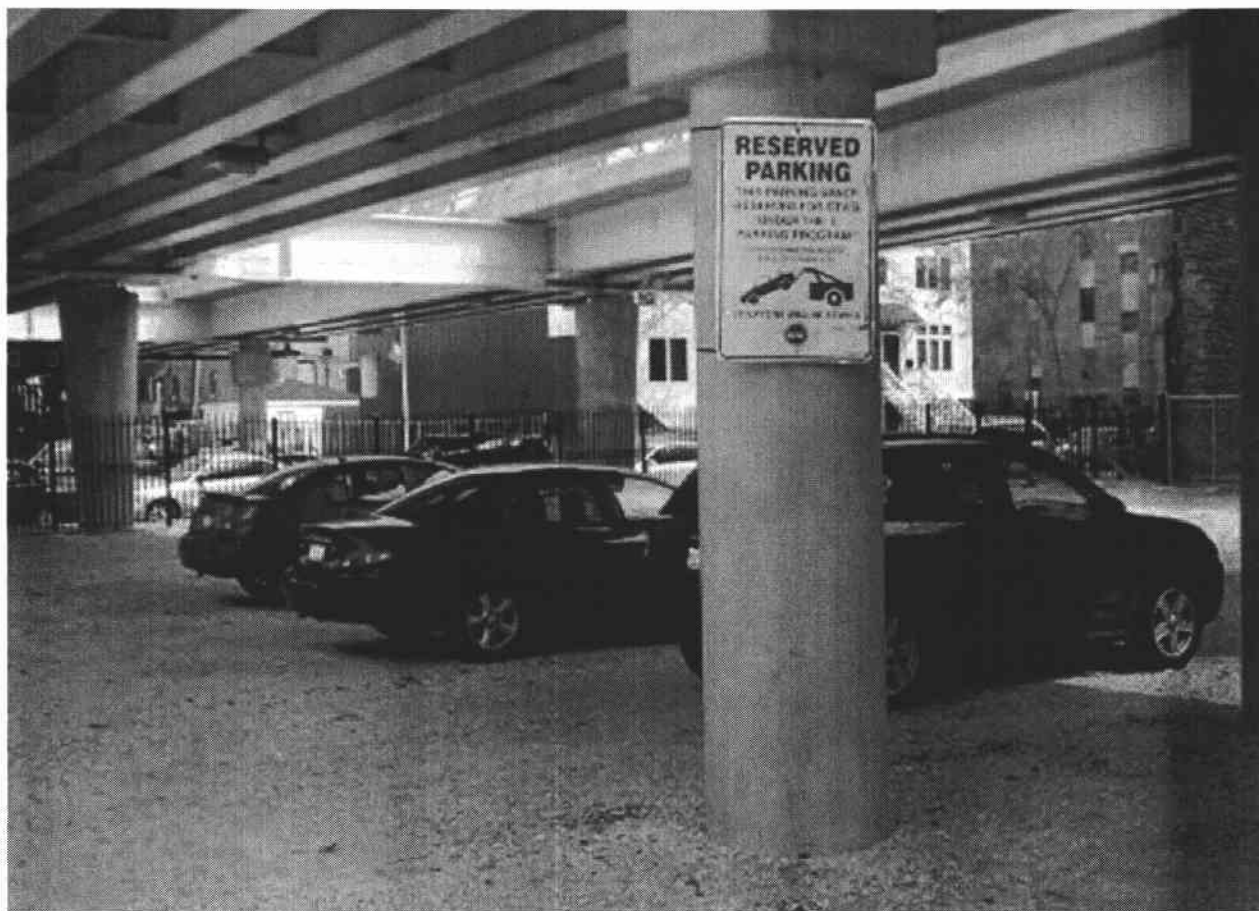
Parking

Under 'L Program

In contract year four, Jones Lang LaSalle continued to manage and provide reporting and financial oversight to the CPS Parking contract for the Park & Rides and Under 'L program. The Under 'L program opens up areas under the elevated structure in communities across Chicago where parking is at a premium for monthly rental by neighborhood residents and business. This program

also has the added benefit of graveling areas under the elevated structure and keeping them clear of debris.

In conjunction with CTA Real Estate Asset Management and CPS Parking staff, Jones Lang LaSalle opened seven additional Under 'L Lots this year for an annual increase in guaranteed revenue of \$32,004 with potential additional upside revenue.



Through an ATM RFP completed in 2009, ATM license agreements were signed with Fifth /Third, PNC, JPMorgan Chase and Merchants Enterprises. These agreements will result in over \$6.4 million in revenue to CTA over the five year term with \$1.47 million projected for 2012 alone. Jones Lang LaSalle has assisted CTA in preparation and solicitation of bids for a new ATM RFP which the CTA

has awarded. This RFP was for 61 locations previously un-occupied by an ATM. These new locations are expected to generate approximately \$140,000 annually in additional revenue to CTA since these locations are less desirable from market and ridership perspectives. On average for this contract year each ATM is generating approximately \$15,500 in annual revenue to the CTA.

2010 revenue overview

Bank	Number of machines	Annual guarantee	Average annual upside revenue
Merchants	6	\$7,500	\$2,125
PNC	17	\$23,771	\$1,929
Chase	11	\$46,550	\$4,927
Fifth / Third	63	\$201,623	\$38,990
Previous Contracts		\$220,917	
Totals	97	\$500,361	\$47,970
Total annual ATM contract revenue			\$548,331

*Contract year one annual guarantee less due to installation delays

2011 revenue

Bank	Number of machines	Annual guarantee	Average annual upside revenue
Merchants	6	\$18,225	\$5,568
PNC	17	\$85,111	\$10,741
Chase	11	\$178,073	\$24,218
FifthThird	63	\$911,606	\$195,199
Totals	97	\$1,193,014	\$235,725
Total annual ATM contract revenue			\$1,428,739

ATMs

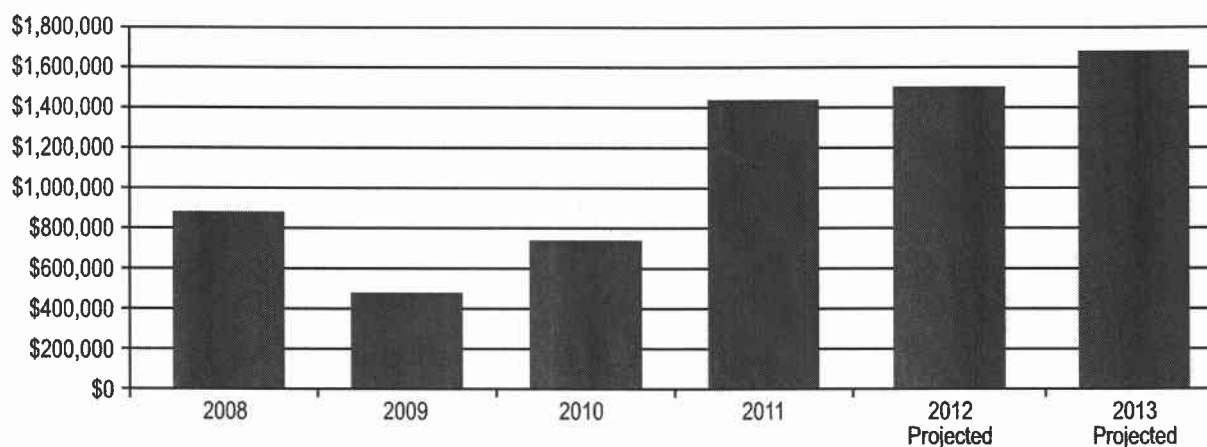
2012 revenue projection

Bank	Number of machines	Annual guarantee	Average annual upside revenue
Merchants	6	\$18,772	\$5,611
PNC	15	\$75,321	\$10,739
Chase	11	\$189,595	\$26,711
Fifth / Third	63	\$955,393	\$191,779
Totals	95	\$1,239,081	\$234,840
Total annual ATM contract revenue			\$1,473,921

2013 revenue projection

Bank	Number of machines	Annual guarantee	Average annual upside revenue
Merchants	6	\$19,335	\$5,723
PNC	15	\$77,581	\$10,954
Chase	11	\$195,283	\$27,245
Fifth / Third	65	\$984,055	\$195,615
Welch	57	\$70,020	\$72,289
Urban Partnership	1	\$2,400	\$1,268
Totals	155	\$1,348,673	\$313,094
Total annual ATM contract revenue			\$1,661,767

ATM revenue



Beverage Vending

Over contract year four Jones Lang LaSalle continued to manage the exclusive systemwide beverage vending contract with Coca Cola. Revenue continues to follow seasonal fluctuation trends. Jones Lang LaSalle oversaw machine relocations and removals as well as reported and coordinated maintenance requests and ongoing maintenance issues with Coke, CTA Maintenance and Real Estate staff. In addition,

Jones Lang LaSalle worked with Coke to install machines at additional locations across the system to continue to drive vending revenue. We have also coordinated the removal of several machines as a result of new ticket vending machines that are coming to the CTA over the coming months and coordinated the removals and reinstallations of machines during station closures on the North Red Line.

Total paid to CTA per Coke contract year

Contract year	Employee Welfare Fund	General Account	Total amount paid to CTA, EWF and General Account
Year 1 close	\$28,256.23	\$235,412.86	\$263,669.09
Year 2 close	\$39,712.66	\$176,997.39	\$216,710.05
Year 3 YTD	\$35,735.39	\$180,998.55	\$216,733.94

Specialty Vending

Jones Lang LaSalle introduced and managed specialty vending machine contracts, a unique concept for transit concessions:

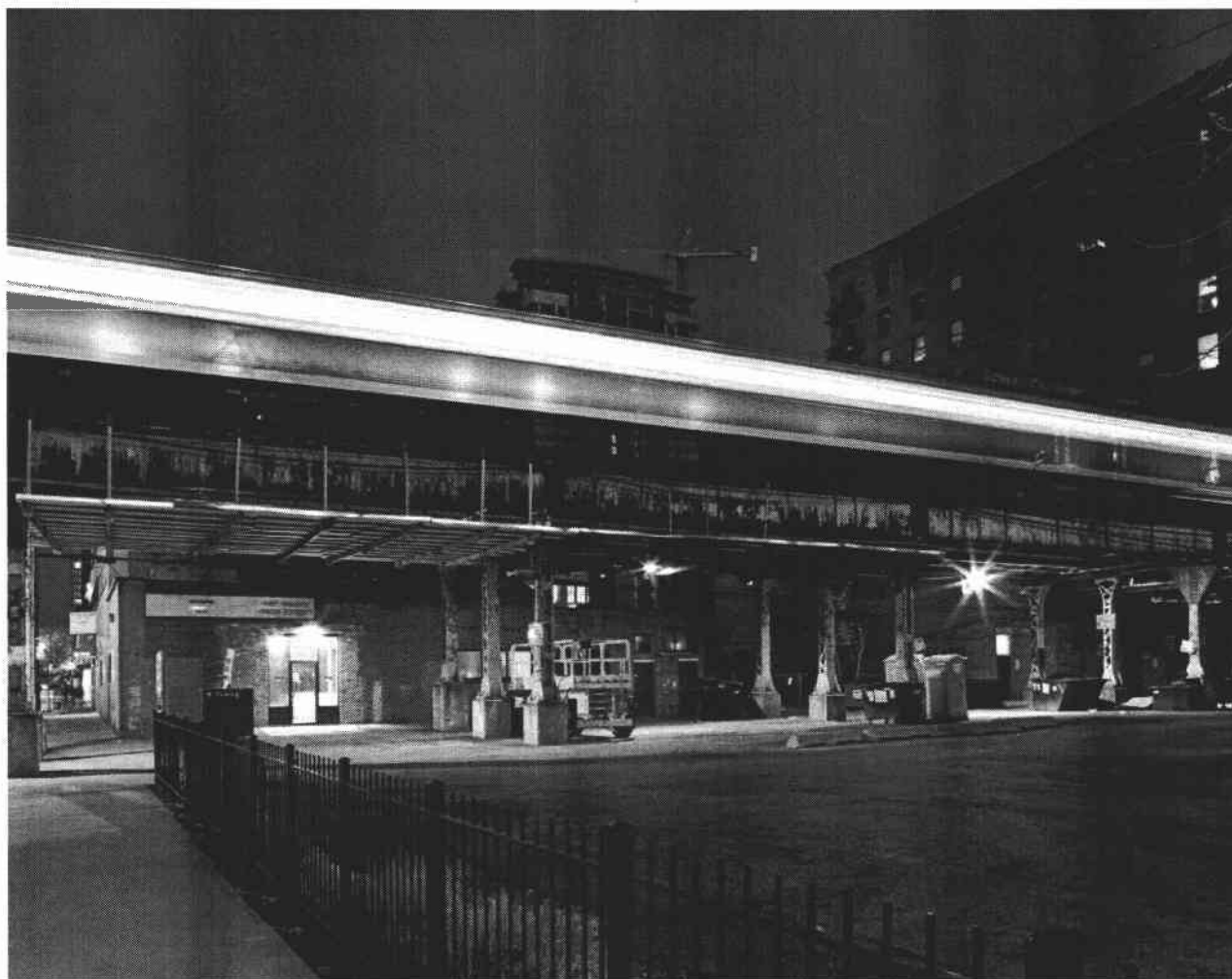
- Coordinated the removal of all eight machines on time at the expiration of the Classic Vending contract
- Secured signature of contracts for both ZoomSystems, Inc. (Best Buy, ProActive, Sony, Apple); and Red Box (popular DVD rental vending)
- Initiated review of a healthy snack / food vending IFB for employee locations
- Toured system with CTA staff to determine optimal locations for specialty non-food vending machine locations



Concessions Facility / Property Management

Jones Lang LaSalle is a leading global provider of property and facilities management services to corporations, institutions, and investor clients, managing about 1.25 billion square feet of commercial, industrial and retail space around the globe. Our structure, people, systems and facility management philosophy are all geared toward maximizing economic efficiency, mitigating risk, and meeting or exceeding your target service levels as part of a management contract.

Management of the approximately 200,000 SF of retail concession space for this non-traditional facilities management assignment has been challenging, given the absence of an approved expense budget for scheduled preventive maintenance and normal repairs and upgrades, and the lack of an integrated lease management system. The Jones Lang LaSalle National Property Service Center (NPSC) fields about half of the tenant phone calls. The other 50% are fielded by Jones Lang LaSalle personnel dedicated to the CTA account.



Concessions Facility / Property Management

Between the CTA dedicated employees and the NPSC Call Center team, approximately 10 - 15 calls are fielded monthly.

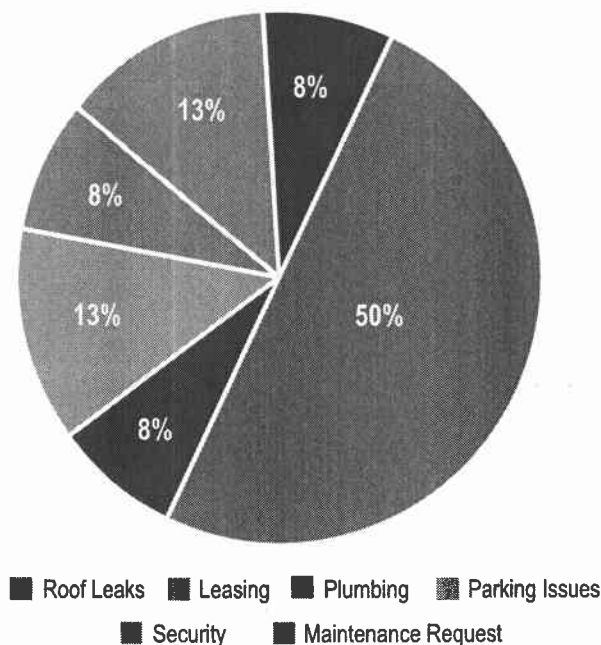
- In most cases the tenant is responsible for general maintenance of the concession space, including HVAC, electrical, plumbing and carpentry.
- All of the leases specify that under no circumstances will the CTA be held responsible for business interruption loss(es) due to water or other damage to merchandise, fixtures or interior paint resulting from roof leaks or other causes.
- Over the course of contract year four most tenant calls were related to roof leaks, particularly on the North Red Line and the Washington Blue Line station. Many North Red Line stations recently underwent extensive repairs which has reduced call volume.
- CTA maintenance continues to be responsive in addressing roof leak reports by tenants.

- In addition, electrical outlet issues causing outages with Coke machines or ATMs are reported to CTA maintenance as soon as they are observed. CTA maintenance has been responsive to these repair requests.

Given the nature of CTA's core business of providing and maintaining the vast infrastructure necessary for a transit system, retail concession maintenance remains primarily the responsibility of the tenant, with assistance provided by CTA in unusual circumstances.

The Jones Lang LaSalle team is dedicated to fielding and resolving tenant inquiries / concerns. The team of service-oriented representatives located in Jones Lang LaSalle's Call Center are experienced and available 24 hours a day, 7 days per week, 365 days a year and provides a robust foundation of data collection, tools and reports to improve facility management efficiency.

The following chart outlines the nature of the calls received by the Jones Lang LaSalle team.



Transit Oriented Development (TOD)

The CTA Transit Oriented Development program goals are to create development opportunities, increase ridership, and maximize non-fare box revenue. Previously, Jones Lang LaSalle conducted a review of all 144 CTA transit stations. As a result of that review, a matrix of TOD opportunities throughout the system was developed and a recommendation of Phase One candidate sites was submitted.

Based on the Phase One recommendations, the following TOD initiatives are in progress:

- Prepared a long term ground lease template for use on TOD projects
- Submitted for CTA review a draft TOD Request for Proposal offering document, which utilizes long term ground leases as a deal structure
- Connected with the Chicago development community to generate interest in upcoming TOD offerings

The following list details potential TOD opportunities:



Garfield Station

130,000 SF development parcel located at 55th. The site is adjacent to Washington Park and the University of Chicago.



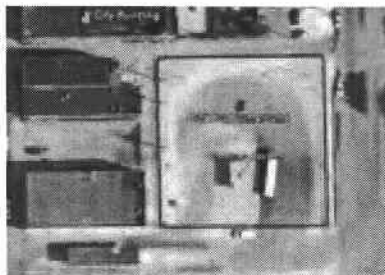
Belmont Station

26,500 SF land parcel adjacent to the recently reconstructed CTA station in Chicago's Lakeview neighborhood.



Ashland and 63rd

Ground pad site at existing Park & Ride lot. Currently marketing to potential retail users.



79th and Halsted

Potential land swap with the City of Chicago.



Kimball Station

Study of the development potential for the property being conducted in cooperation with the neighborhood community development group.

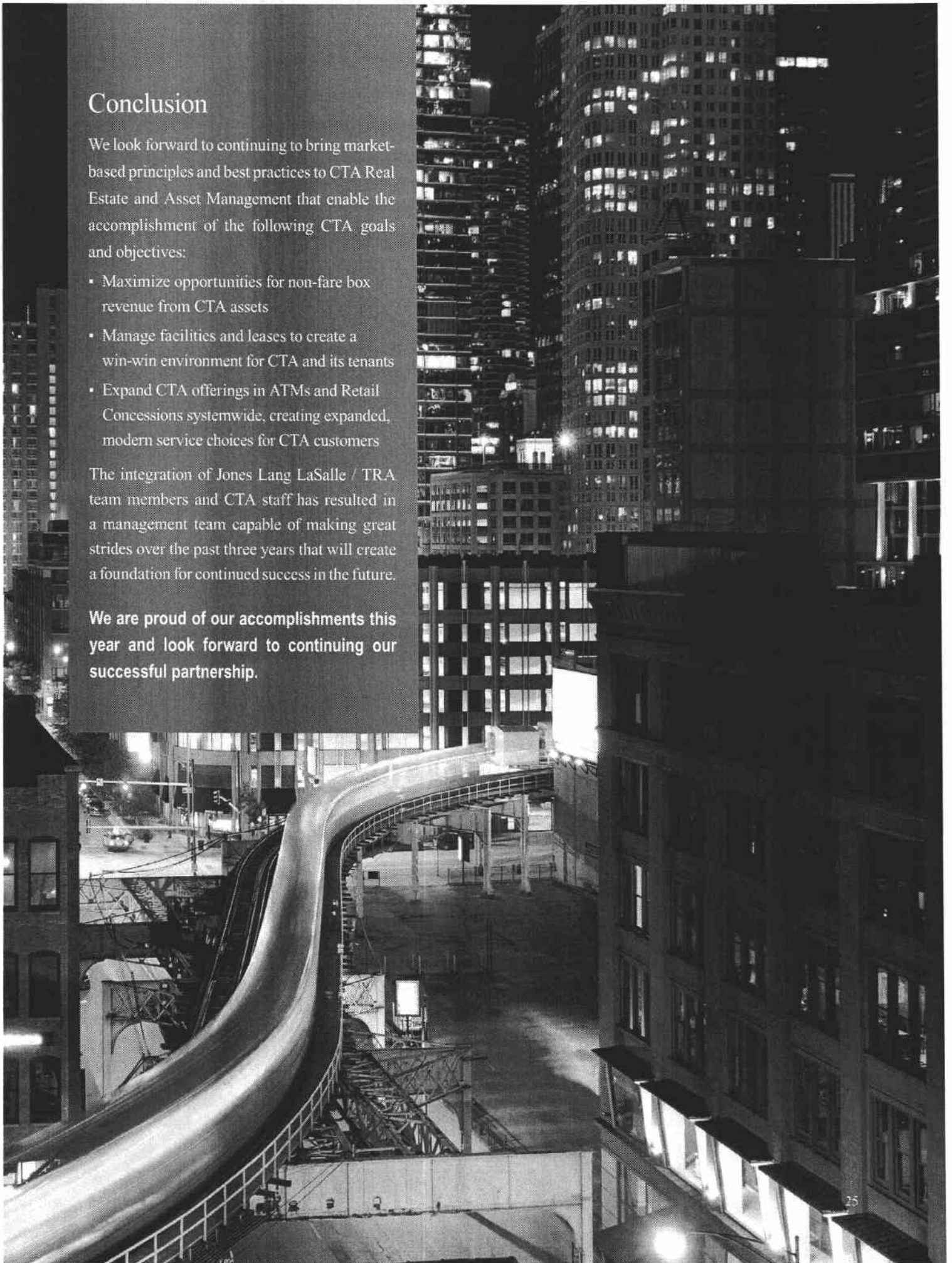
Conclusion

We look forward to continuing to bring market-based principles and best practices to CTA Real Estate and Asset Management that enable the accomplishment of the following CTA goals and objectives:

- Maximize opportunities for non-fare box revenue from CTA assets
- Manage facilities and leases to create a win-win environment for CTA and its tenants
- Expand CTA offerings in ATMs and Retail Concessions systemwide, creating expanded, modern service choices for CTA customers

The integration of Jones Lang LaSalle / TRA team members and CTA staff has resulted in a management team capable of making great strides over the past three years that will create a foundation for continued success in the future.

We are proud of our accomplishments this year and look forward to continuing our successful partnership.





JONES LANG
LASALLE®

Real value in a changing world



JUNE 2013 REPORT

(REVENUE REPORTING FOR MAY 2013)

REAL ESTATE AND ASSET MANAGEMENT MONTHLY STATUS REPORT



**JONES LANG
LASALLE**

TRA
TR Advisors



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PORTFOLIO SUMMARY OF REVENUE

The Jones Lang LaSalle (JLL) / TRA Team continues to focus on leasing currently listed retail concession spaces, putting together a new ATM offering through the brokerage process, as well as approving installation plans of the ATMs associated with the new ATM contracts. Our team continues to assist the CTA with the marketing of 412 N. Wells and the Barry properties and looks forward to the release of the Fletcher properties for sale later this month.

Portfolio Revenue at a Glance

* Will be updated with complete 2012 and 2013 data once CTA standardizes and consistently reports revenue from the Oracle reporting system.



BROKERAGE

Accomplishments

Land Sales

- 412 N. Wells – This property closed 6/13/2013 and received 1 bid for the minimum asking price. Currently pending Board approval.
- 939 W. Armitage – IFB was released with an initial due date of 4-18-2013. A site tour was conducted and the bid due date was extended to 5-2-2013. No bids were received for this property. CTA is determining if this should be re-listed for sale.
- Currently 936 W. Barry St. and 944-946 W. Barry St. are advertised with bids due 7-11-2013.
- The IFB for 935 and 937 W. Fletcher are currently under review and will be released shortly.

Office Leasing

- JLL continues brokerage of the raw space on the 12th floor and the remaining space on the 11th floor. Several parties have expressed interest in the space this month.

Pending CTA Action

The following items are awaiting approval for release:

- 935 and 937 Fletcher St. – Review of documents with Purchasing

PARKING

Accomplishments

- CTA Government Relations, Real Estate, CPS Parking and JLL have continued to work toward resolving issues with the Under 'L' program.
- JLL is continuing to monitor revenue reporting and maintenance issues reported from Skokie and Wilmette lots.
- CTA is requesting approval for additional Under 'L' lots from various Chicago aldermen. CTA Real Estate, JLL and CPS Parking are working with CTA mapping to provide GIS maps of Under 'L' areas.
- JLL assessed a revenue reporting issue at the Forest Park / Harlem and Higgins lot with CPS and made a recommendation to CTA as to how to proceed.
- JLL continued to monitor ongoing maintenance issues at Park & Ride lots.
- Next month CPS will provide a 6 month true up payment for all Park & Ride and Under 'L' lots that reported upside revenue thus far in 2013 once June revenue numbers are available.

Upside Revenue and Occupancy Reports (see Appendix 1, 2 and 3 for revenue and occupancy details)

ATMs

Accomplishments

- Welch concluded tours to assess their sites and has submitted installation plans. CTA is in the final stages of reviewing these plans and has begun approving specific locations.



- Four additional Welch ATMs have been installed with several others nearing final approval.
- ATMs have been removed as a result of the South Main Line closure. Rents are being abated over that time.
- JLL is assisting CTA in marketing 5/3 locations through the brokerage process.

Pending CTA Action

- CTA approval of installation plans as they are submitted by Welch.

Revenue Report (see Appendix 4 for revenue details)

RETAIL CONCESSIONS

Accomplishments

- 10 retail locations remain listed and their due dates have been extended until June 14th
- Of the 2 locations closed in May Western will need to be relisted since the proposing tenant backed out of consideration.
- JLL conducted a final offer round, provided recommendations and is currently working on lease negotiations with the prospective tenant at Addison. This lease should go to the August Board for approval.

BEVERAGE VENDING

Accomplishments

- Coordinated with various CTA departments on moves and removals of beverage vending machines that interfered with CTA operations.
- Coordinated with CTA Maintenance to fix any electrical issues that caused outages at beverage vending areas.
- Coke re-installed machines in the North Red line stations that were previously under construction.

Revenue Report (see Appendix 5 for beverage vending revenue details)

SPECIALTY VENDING

Accomplishments

- JLL submitted an IFB for specialty vending services last year. CTA will advertise this as an RFP and is working on determining locations and RFP publication strategy.

Pending CTA Action

- Approval of specialty vending RFP documents and advertisement.

Revenue Report (see Appendix 6 for revenue details)

FOOD VENDING



Accomplishments

- The Food Vending RFP closed January 23, 2013, JLL assisted with evaluation of proposals received.
- The prospective food vending company concluded touring employee food vending locations last month.
- Coke machines will be installed at various employee locations across the system once the food vending installation is complete.



Facilities Issues Identified

1. ATMs

- The Chase ATM at Western on the Brown line has not been repaired yet. The bank has been notified.
- Fifth Third ATM at the Roosevelt – Red line is out of order. The bank has been notified.
- 5/3 ATM at Wilson on the Red line is both out of order and tagged with graffiti. The bank has been notified. Photo.

2. Vending Machines

Loop Line:

- Upper level Coke at the Clark and Lake stop needs to be serviced. Coke has been notified.
- The outlet for the Coke machine at Clark and Lake needs to be repaired. CTA has been notified. Photo.
- Coke on the north side of the LaSalle station needs to be repaired. Coke has been notified.
- The outlet for Coke on west side of the Washington needs to be repaired. CTA has been notified.

Orange Line:

- Coke inside the Western station has graffiti all on the side panel. Coke has been notified.

Brown Line:

- Coke on the Rockwell platform was out of service. Coke has been notified.
- Coke at the Southport stop is out of order. Coke has been notified.

Pink Line:

- Coke at the California station is out of order. CTA has been notified.

Green Line:

- Sent Coke the ID #'s for the Coke at Pulaski and Harlem stations to be removed. Have both been out of service since the end of 2012.
- One of the Coke venders at 43rd was sold out. Coke was notified.
- A Coke vender at the Indiana station is out of order. Coke has been notified.

Blue Line:

- Outlet outside the Jefferson Pk. station is out of order. CTA has been notified.

3. Parking Issues

- Red line:
 - Howard had lights out of order. Stairs also have the metal plates breaking off. The property manager has been notified.
- Purple line:



- Linden lot on east side has pot holes and sinking storm sewers. The village has been notified.
- Green line:
 - Ashland lot needs light panels covering electric wires replaced. CPS has been notified. Photos.
- Brown line:
 - Kimball lot needs curb repairs by parking meters. Storm sewer in front lot is sinking lower. CPS has been notified.
- Blue line:
 - Forest Park lot in front of station has drainage issues. CTA has been notified. Photo.
 - Rosemont parking lot needs a tree trimmed that covers an exit stop sign out of this lot. CPS has been notified.
 - Cumberland lot has roof drainage pipes rotting in some sections. CTA has been notified.
- Orange line:
 - 35th & Archer has a padlock on a fence gate broken allowing anybody to enter the area where train tracks are located. CPS has been notified.
 - Kedzie lot has a clogged storm sewer drain that floods. CTA has been notified.
 - Pulaski lot has a graveled section that needs stone to fill potholes. The asphalt section needs pothole repairs and one of the handicap signs was knocked over. CPS has been notified. Photos.

4. **Other Issues**

- Tenant at the Washington – Blue line on the Randolph side is getting water leaks inside the ceiling lights and right over the electrical panel in the back room.
- The Tenant at the 18th St. station on the Pink line is getting water from a roof drain that leaks onto interior ceiling tiles. CTA has been notified.

TOD

Accomplishments

- The Wilson IFB is currently advertised.

Miscellaneous

- JLL prepared letters to notify tenants that their Cook County leasehold taxes were due.

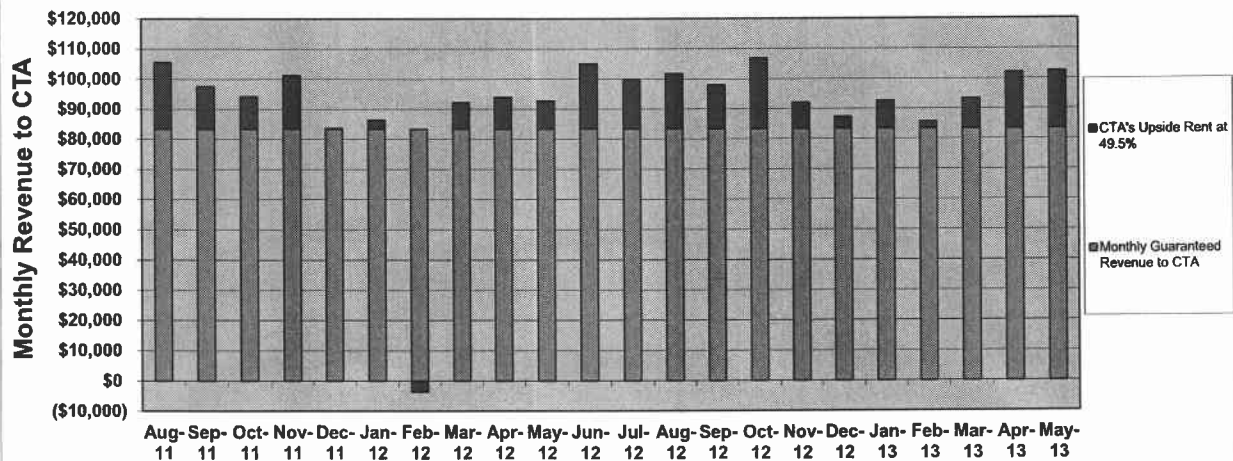


Appendix 1- Park and Ride Revenue Detail

11 Lot Park and Ride Contract

Months	Contract Month	Original Net Revenue - Total	YTD Net Revenue	YTD Net Revenue Annualized	Annual Upside Threshold	Amount Over Threshold	Deannualized at 49.5%	% Rent Accrued
Aug-11	8	\$228,288	\$1,637,180	\$2,455,771	\$2,200,000	\$255,771	\$84,404	\$22,252
Sep-11	9	\$212,274	\$1,849,455	\$2,465,940	\$2,200,000	\$265,940	\$98,730	\$14,326
Oct-11	10	\$205,396	\$2,054,851	\$2,465,821	\$2,200,000	\$265,821	\$109,651	\$10,921
Nov-11	11	\$219,511	\$2,274,362	\$2,481,123	\$2,200,000	\$281,123	\$127,559	\$17,908
Dec-11	12	\$183,899	\$2,458,261	\$2,458,261	\$2,200,000	\$258,261	\$127,839	\$280
Jan-12	1	\$189,376	\$189,376	\$2,272,512	\$2,200,000	\$72,512	\$2,991	\$2,991
Feb-12	2	\$175,887	\$365,263	\$2,191,580	\$2,200,000	(\$8,420)	(\$695)	(\$3,686)
Mar-12	3	\$201,255	\$566,518	\$2,266,071	\$2,200,000	\$66,071	\$8,176	\$8,871
Apr-12	4	\$204,896	\$771,414	\$2,314,241	\$2,200,000	\$114,241	\$18,850	\$10,673
May-12	5	\$202,430	\$973,844	\$2,337,225	\$2,200,000	\$137,225	\$28,303	\$9,453
Jun-12	6	\$227,379	\$1,201,222	\$2,402,445	\$2,200,000	\$202,445	\$50,105	\$21,802
Jul-12	7	\$216,686	\$1,417,908	\$2,430,700	\$2,200,000	\$230,700	\$66,615	\$16,510
Aug-12	8	\$220,816	\$1,638,724	\$2,458,086	\$2,200,000	\$258,086	\$85,168	\$18,554
Sep-12	9	\$213,091	\$1,851,815	\$2,469,086	\$2,200,000	\$269,086	\$99,898	\$14,730
Oct-12	10	\$231,042	\$2,082,857	\$2,499,428	\$2,200,000	\$299,428	\$123,514	\$23,616
Nov-12	11	\$201,140	\$2,283,997	\$2,491,633	\$2,200,000	\$291,633	\$132,328	\$8,814
Dec-12	12	\$191,419	\$2,475,416	\$2,475,416	\$2,200,000	\$275,416	\$136,331	\$4,003
Jan-13	1	\$202,077	\$202,077	\$2,424,920	\$2,200,000	\$224,920	\$9,278	\$9,278
Feb-13	2	\$188,084	\$390,160	\$2,340,961	\$2,200,000	\$140,961	\$11,629	\$2,351
Mar-13	3	\$203,766	\$593,927	\$2,375,706	\$2,200,000	\$175,706	\$21,744	\$10,114
Apr-13	4	\$221,353	\$815,280	\$2,445,839	\$2,200,000	\$245,839	\$40,563	\$18,820
May-13	5	\$222,298	\$1,037,577	\$2,490,186	\$2,200,000	\$290,186	\$59,851	\$19,288

Guaranteed and Upside Revenue to CTA - 11 Park & Rides + Under L

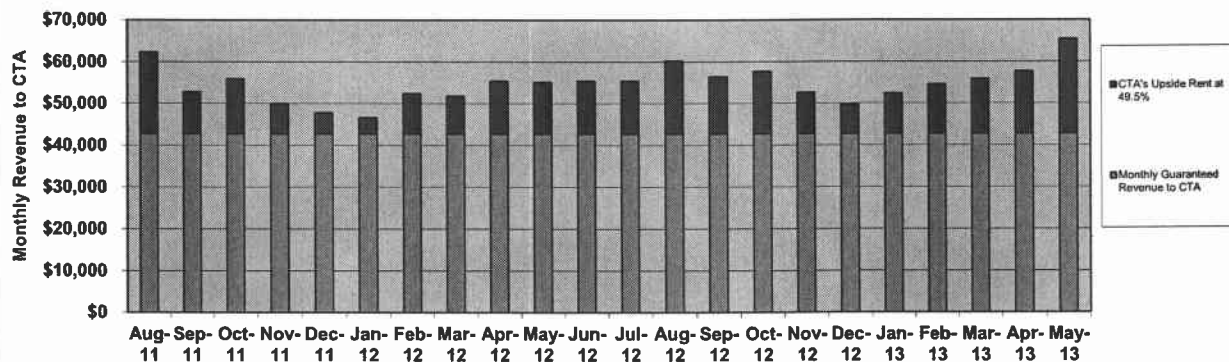




Rosemont Park & Ride Contract

Months	Contract Month	Rosemont Net Revenue Total	YTD Net Revenue	YTD Net Revenue Annualized	Annual Upside Threshold	Amount Over Threshold	Deannualized at 49.5%	% Rent Accrued
Aug-11	3	\$103,073	\$280,063	\$1,120,251	\$760,000	\$360,251	\$44,581	\$19,671
Sep-11	4	\$83,849	\$363,912	\$1,091,735	\$760,000	\$331,735	\$54,736	\$10,155
Oct-11	5	\$90,216	\$454,127	\$1,089,906	\$760,000	\$329,906	\$68,043	\$13,307
Nov-11	6	\$78,003	\$532,131	\$1,064,261	\$760,000	\$304,261	\$75,305	\$7,262
Dec-11	7	\$73,608	\$605,739	\$1,038,409	\$760,000	\$278,409	\$80,391	\$5,086
Jan-12	8	\$71,296	\$677,034	\$1,015,552	\$760,000	\$255,552	\$84,332	\$3,941
Feb-12	9	\$82,918	\$759,952	\$1,013,270	\$760,000	\$253,270	\$94,026	\$9,694
Mar-12	10	\$81,685	\$841,637	\$1,009,965	\$760,000	\$249,965	\$103,111	\$9,084
Apr-12	11	\$89,068	\$930,705	\$1,015,315	\$760,000	\$255,315	\$115,849	\$12,739
May-12	12	\$88,483	\$1,019,188	\$1,019,188	\$760,000	\$259,188	\$128,298	\$12,449
Jun-12	1	\$89,077	\$89,077	\$1,068,926	\$760,000	\$308,926	\$12,743	\$12,743
Jul-12	2	\$89,187	\$178,264	\$1,069,582	\$760,000	\$309,582	\$25,541	\$12,797
Aug-12	3	\$98,951	\$277,214	\$1,108,857	\$760,000	\$348,857	\$43,171	\$17,631
Sep-12	4	\$91,068	\$368,282	\$1,104,846	\$760,000	\$344,846	\$56,900	\$13,729
Oct-12	5	\$93,727	\$462,009	\$1,108,823	\$760,000	\$348,823	\$71,945	\$15,045
Nov-12	6	\$83,393	\$545,402	\$1,090,805	\$760,000	\$330,805	\$81,874	\$9,930
Dec-12	7	\$77,536	\$622,938	\$1,067,894	\$760,000	\$307,894	\$88,904	\$7,030
Jan-13	8	\$82,858	\$705,796	\$1,058,694	\$760,000	\$298,694	\$98,569	\$9,665
Feb-13	9	\$87,454	\$793,250	\$1,057,667	\$760,000	\$297,667	\$110,509	\$11,940
Mar-13	10	\$90,096	\$883,346	\$1,060,015	\$760,000	\$300,015	\$123,756	\$13,247
Apr-13	11	\$93,702	\$977,047	\$1,065,870	\$760,000	\$305,870	\$138,788	\$15,032
May-13	12	\$109,265	\$1,086,312	\$1,086,312	\$760,000	\$326,312	\$161,525	\$22,736

Guaranteed and Upside Revenue to CTA - Rosemont

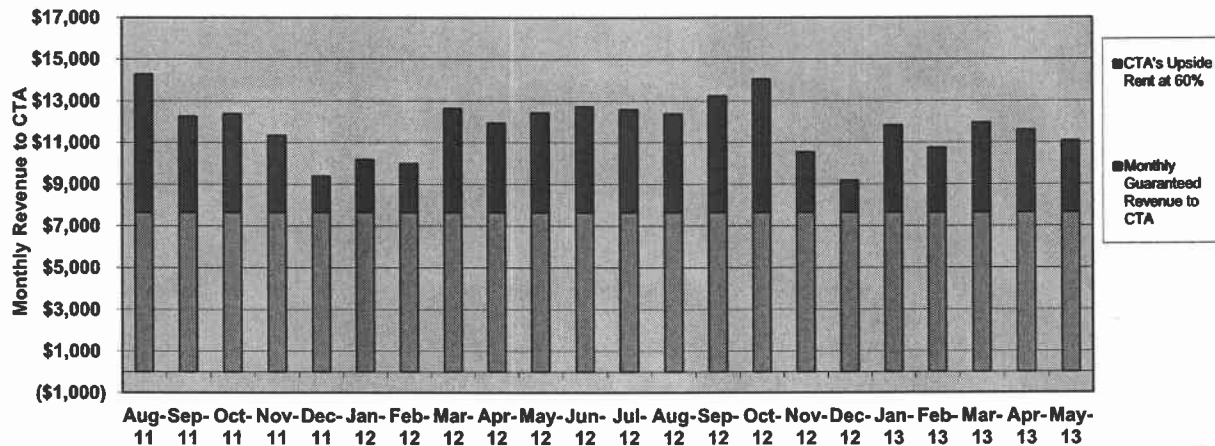




Forest Park / Harlem & Higgins Park & Ride Contract

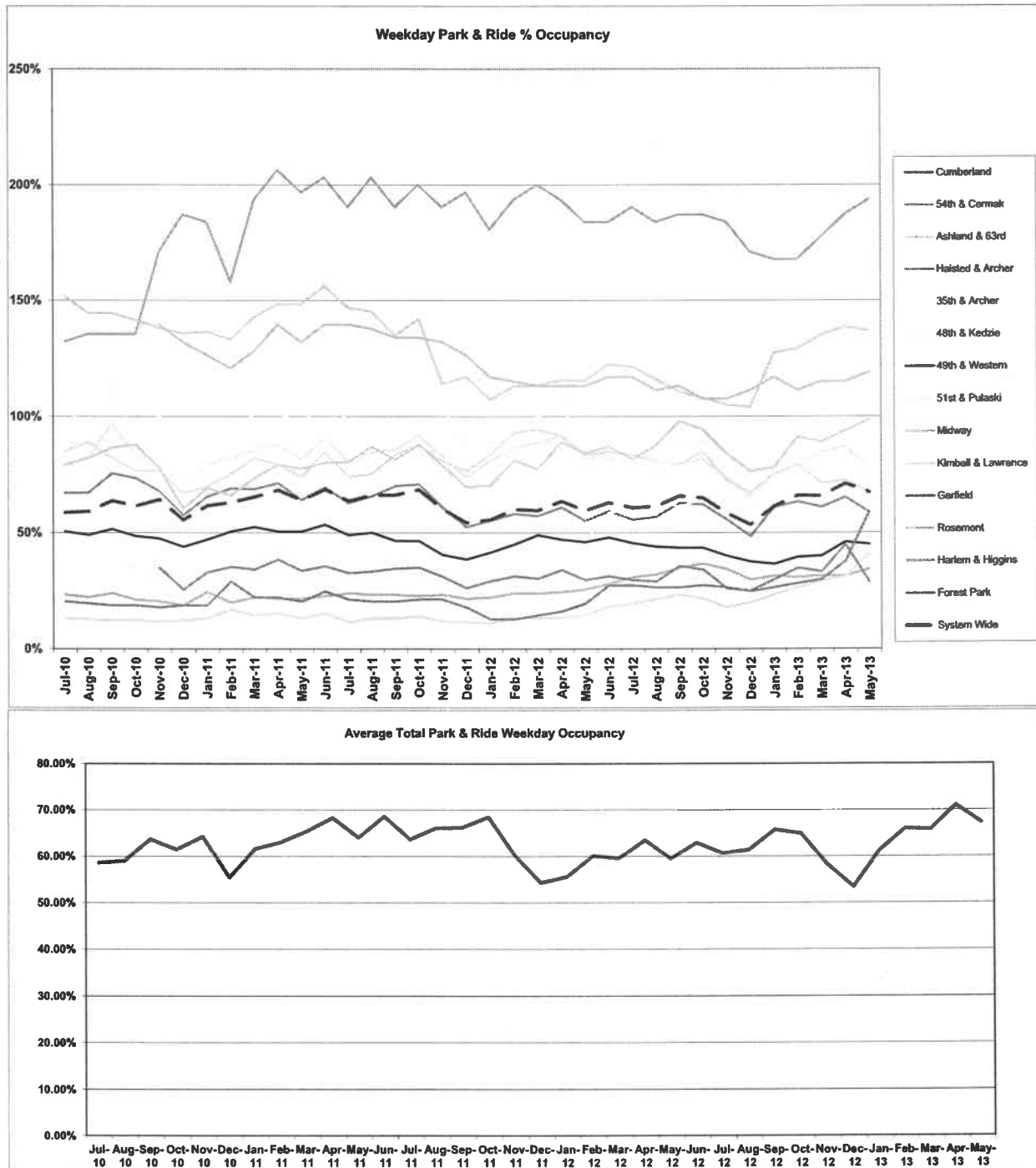
Months	Contract Month	Forest Park / Harlem & Higgins Net Revenue - Total	YTD Net Revenue	YTD Net Revenue Annualized	Annual Upside Threshold	Amount Over Threshold	Deannualized at 60%	% Rent Accrued
Aug-11	10	\$36,086	\$333,542	\$400,250	\$300,000	\$100,250	\$50,125	\$6,652
Sep-11	11	\$32,742	\$366,284	\$399,582	\$300,000	\$99,582	\$54,770	\$4,645
Oct-11	12	\$32,935	\$399,219	\$399,219	\$300,000	\$99,219	\$59,531	\$4,761
Nov-11	1	\$31,206	\$31,206	\$374,473	\$300,000	\$74,473	\$3,724	\$3,724
Dec-11	2	\$27,953	\$59,159	\$354,956	\$300,000	\$54,956	\$5,496	\$1,772
Jan-12	3	\$29,270	\$88,429	\$353,717	\$300,000	\$53,717	\$8,058	\$2,562
Feb-12	4	\$28,952	\$117,381	\$352,144	\$300,000	\$52,144	\$10,429	\$2,371
Mar-12	5	\$33,370	\$150,751	\$361,803	\$300,000	\$61,803	\$15,451	\$5,022
Apr-12	6	\$32,194	\$182,945	\$365,891	\$300,000	\$65,891	\$19,767	\$4,316
May-12	7	\$33,025	\$215,971	\$370,236	\$300,000	\$70,236	\$24,582	\$4,815
Jun-12	8	\$33,487	\$249,458	\$374,187	\$300,000	\$74,187	\$29,675	\$5,092
Jul-12	9	\$33,276	\$282,734	\$376,979	\$300,000	\$76,979	\$34,640	\$4,966
Aug-12	10	\$32,952	\$315,686	\$378,823	\$300,000	\$78,823	\$39,411	\$4,771
Sep-12	11	\$34,358	\$350,044	\$381,866	\$300,000	\$81,866	\$45,026	\$5,615
Oct-12	12	\$35,688	\$385,731	\$385,731	\$300,000	\$85,731	\$51,439	\$6,413
Nov-12	1	\$29,859	\$29,859	\$358,309	\$300,000	\$58,309	\$2,915	\$2,915
Dec-12	2	\$27,572	\$57,431	\$344,585	\$300,000	\$44,585	\$4,459	\$1,543
Jan-13	3	\$32,033	\$89,464	\$357,854	\$300,000	\$57,854	\$8,678	\$4,220
Feb-13	4	\$30,201	\$119,665	\$358,994	\$300,000	\$58,994	\$11,799	\$3,121
Mar-13	5	\$32,243	\$151,908	\$364,580	\$300,000	\$64,580	\$16,145	\$4,346
Apr-13	6	\$31,643	\$183,552	\$367,103	\$300,000	\$67,103	\$20,131	\$3,986
May-13	7	\$30,778	\$214,330	\$367,423	\$300,000	\$67,423	\$23,598	\$3,467

Guaranteed and Upside Revenue to CTA - Forest Park / Harlem & Higgins



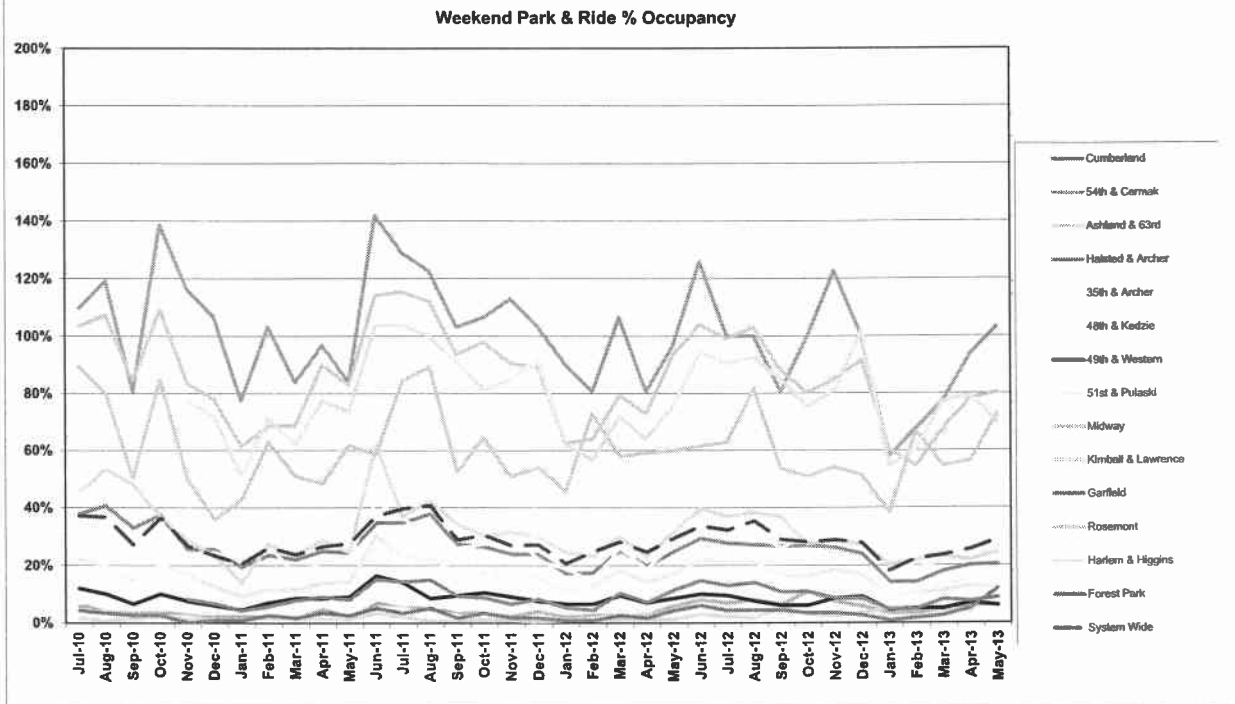


Appendix 2 – Weekday Park & Ride Occupancy Detail





Appendix 3 – Weekend Park & Ride Occupancy Detail

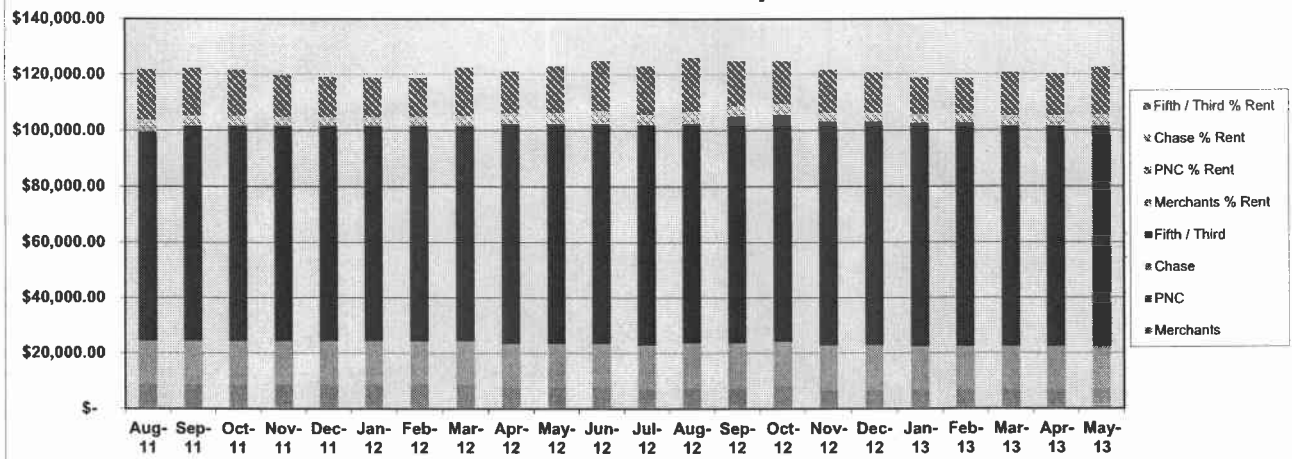




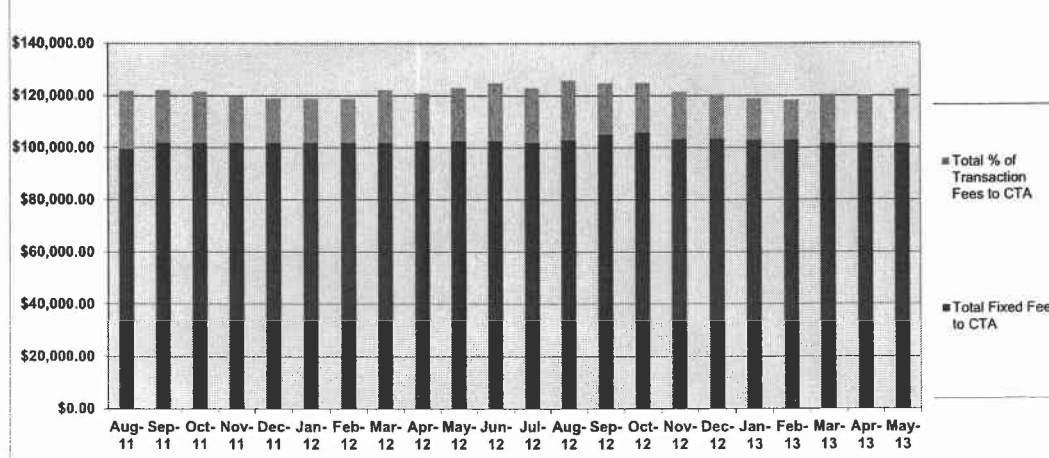
Appendix 4 – ATM Revenue

Month	Merchants	PNC	Chase	Fifth / Third	Total Fixed Fee to CTA	Merchants % Rent	PNC % Rent	Chase % Rent	Fifth / Third % Rent	Total % of Transaction Fees to CTA	Total Revenue to CTA
Aug-11	\$ 1,545.00	\$ 7,215.15	\$ 15,574.50	\$ 75,215.00	\$99,549.65	\$ 512.76	\$ 1,108.68	\$ 2,605.00	\$ 17,979.40	\$22,205.84	\$121,755.49
Sep-11	\$ 1,545.00	\$ 7,215.15	\$ 15,574.50	\$ 77,471.45	\$101,806.10	\$ 490.46	\$ 928.45	\$ 2,142.48	\$ 16,778.92	\$20,340.32	\$122,146.42
Oct-11	\$ 1,545.00	\$ 7,215.15	\$ 15,574.50	\$ 77,471.45	\$101,806.10	\$ 430.78	\$ 929.80	\$ 2,125.52	\$ 16,345.35	\$19,831.45	\$121,637.55
Nov-11	\$ 1,545.00	\$ 7,215.15	\$ 15,574.50	\$ 77,471.45	\$101,806.10	\$ 436.59	\$ 842.73	\$ 1,930.05	\$ 14,733.44	\$17,942.81	\$119,748.91
Dec-11	\$ 1,545.00	\$ 7,215.15	\$ 15,574.50	\$ 77,471.45	\$101,806.10	\$ 426.86	\$ 825.13	\$ 1,911.87	\$ 14,074.22	\$17,238.08	\$119,044.18
Jan-12	\$ 1,545.00	\$ 7,215.15	\$ 15,574.50	\$ 77,471.45	\$101,806.10	\$ 448.34	\$ 892.40	\$ 1,748.39	\$ 13,981.74	\$17,070.86	\$118,876.96
Feb-12	\$ 1,545.00	\$ 7,215.15	\$ 15,574.50	\$ 77,471.45	\$101,806.10	\$ 389.76	\$ 849.73	\$ 2,127.59	\$ 13,678.28	\$17,045.35	\$118,851.45
Mar-12	\$ 1,545.00	\$ 7,215.15	\$ 15,574.50	\$ 77,471.45	\$101,806.10	\$ 400.91	\$ 980.90	\$ 2,194.79	\$ 16,926.31	\$20,502.90	\$122,309.00
Apr-12	\$ 1,545.00	\$ 6,246.95	\$ 15,574.50	\$ 79,273.95	\$102,640.40	\$ 457.33	\$ 833.57	\$ 2,323.27	\$ 14,742.81	\$18,356.97	\$120,997.37
May-12	\$ 1,545.00	\$ 6,246.95	\$ 15,574.50	\$ 79,273.95	\$102,640.40	\$ 474.21	\$ 923.90	\$ 2,310.43	\$ 16,546.83	\$20,255.36	\$122,895.76
Jun-12	\$ 1,545.00	\$ 6,246.95	\$ 15,574.50	\$ 79,273.95	\$102,640.40	\$ 554.30	\$ 1,005.16	\$ 2,831.29	\$ 17,822.47	\$22,213.23	\$124,853.63
Jul-12	\$ 1,545.00	\$ 5,680.45	\$ 15,574.50	\$ 79,273.95	\$102,073.90	\$ 537.51	\$ 851.15	\$ 2,355.09	\$ 17,145.44	\$20,889.19	\$122,963.09
Aug-12	\$ 1,591.35	\$ 5,850.86	\$ 16,041.74	\$ 79,273.95	\$102,757.90	\$ 564.01	\$ 875.95	\$ 2,710.46	\$ 19,003.23	\$23,153.65	\$125,911.55
Sep-12	\$ 1,591.35	\$ 5,850.86	\$ 16,041.74	\$ 81,652.17	\$105,136.12	\$ 551.83	\$ 897.63	\$ 2,250.06	\$ 15,996.89	\$19,696.40	\$124,832.52
Oct-12	\$ 1,591.35	\$ 6,434.36	\$ 16,041.74	\$ 81,652.17	\$105,719.62	\$ 467.06	\$ 879.97	\$ 2,320.99	\$ 15,467.33	\$19,135.35	\$124,854.97
Nov-12	\$ 1,326.13	\$ 5,362.85	\$ 16,041.74	\$ 80,591.27	\$103,321.98	\$ 448.03	\$ 753.62	\$ 1,955.55	\$ 15,078.53	\$18,235.73	\$121,557.71
Dec-12	\$ 1,417.50	\$ 5,362.85	\$ 16,041.74	\$ 80,591.27	\$103,413.35	\$ 451.91	\$ 741.70	\$ 1,916.09	\$ 13,947.72	\$17,057.40	\$120,470.76
Jan-13	\$ 1,591.35	\$ 5,362.85	\$ 15,246.06	\$ 80,591.27	\$102,791.53	\$ 431.28	\$ 743.96	\$ 1,836.18	\$ 13,070.65	\$16,082.07	\$118,873.60
Feb-13	\$ 1,591.35	\$ 5,362.85	\$ 15,246.06	\$ 80,591.27	\$102,791.53	\$ 415.70	\$ 797.54	\$ 2,028.21	\$ 12,456.03	\$15,697.48	\$118,489.01
Mar-13	\$ 1,591.35	\$ 5,362.85	\$ 15,246.06	\$ 79,477.32	\$101,677.59	\$ 451.91	\$ 913.62	\$ 2,375.05	\$ 15,164.16	\$18,904.74	\$120,582.32
Apr-13	\$ 1,591.35	\$ 5,362.85	\$ 15,246.06	\$ 79,477.32	\$101,677.59	\$ 396.09	\$ 1,106.03	\$ 2,243.40	\$ 14,715.35	\$18,460.87	\$120,138.46
May-13	\$ 1,591.35	\$ 5,362.85	\$ 15,246.06	\$ 79,477.32	\$101,677.59	\$ 472.51	\$ 1,160.73	\$ 2,340.31	\$ 16,821.30	\$20,794.86	\$122,472.45
YTD Total	\$15,474.42	\$55,676.07	\$156,438.98	\$803,375.33	\$1,030,964.80	\$4,650.31	\$8,870.74	\$21,976.29	\$151,721.21	\$187,218.55	\$1,218,183.35
Yr 1 Total	\$18,000.00	\$72,806.05	\$146,600.00	\$728,127.72	\$965,533.77	\$5,395.06	\$8,035.21	\$18,429.58	\$154,277.39	\$186,137.24	\$1,151,671.01
Yr 2 Total	\$ 18,540.00	\$ 82,142.50	\$ 186,894.00	\$ 934,610.95	\$1,222,187.45	\$ 5,559.80	\$10,971.60	\$ 26,605.75	\$ 190,755.21	\$233,892.35	\$1,456,079.80

Overall ATM Revenue - Broken Out by Bank



Overall ATM Revenue - Fixed Fee and Transaction Revenue

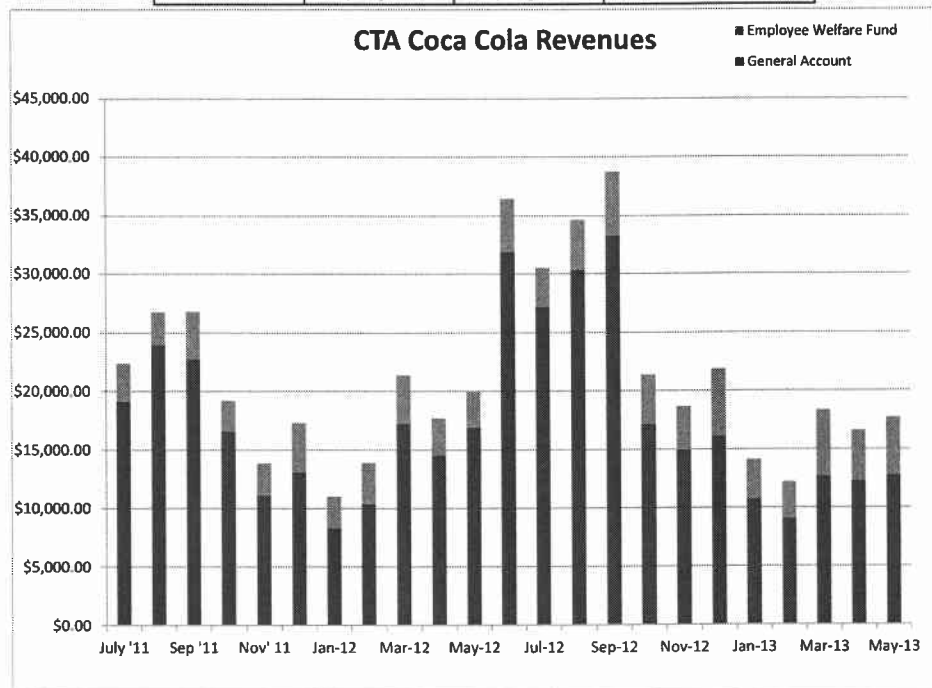


- JP Morgan Chase and JLL are resolving an issue with the reporting of the revenue sharing at Western (Brown).



Appendix 5 – Beverage Vending Revenue Detail

Monthly Coca Cola Commissions Paid to CTA			
Month	Employee Welfare Fund	General Account	Total Amount paid to CTA; EWF and General Account
Apr-12	\$3,228.33	\$14,497.12	\$17,725.45
May-12	\$3,002.07	\$16,938.21	\$19,940.28
Jun-12	\$4,509.73	\$31,912.68	\$36,422.41
Jul-12	\$3,330.88	\$27,183.13	\$30,514.01
Aug-12	\$4,294.53	\$30,341.42	\$34,635.95
Sep-12	\$5,456.55	\$33,251.35	\$38,707.90
Oct-12	\$4,230.90	\$17,150.27	\$21,381.17
Nov-12	\$3,724.53	\$14,969.04	\$18,693.57
Dec-12	\$5,768.39	\$16,120.76	\$21,889.15
Jan-13	\$3,375.67	\$10,739.83	\$14,115.50
Feb-13	\$3,125.82	\$9,065.90	\$12,191.72
Mar-13	\$5,689.74	\$12,666.75	\$18,356.49
Apr-13	\$4,357.73	\$12,269.21	\$16,626.94
May-13	\$4,996.16	\$12,734.80	\$17,730.96
Total Paid to CTA per Contract Year			
Contract Year	Employee Welfare Fund	General Account	Total Amount paid to CTA; EWF and General Account
YR 1 Close	\$28,256.23	\$235,412.86	\$263,669.09
YR 2 Close	\$39,712.66	\$176,997.39	\$216,710.05
YR 3 Close	\$45,422.84	\$231,400.17	\$276,823.01
YR 4 YTD	\$31,038.04	\$88,566.29	\$119,604.33

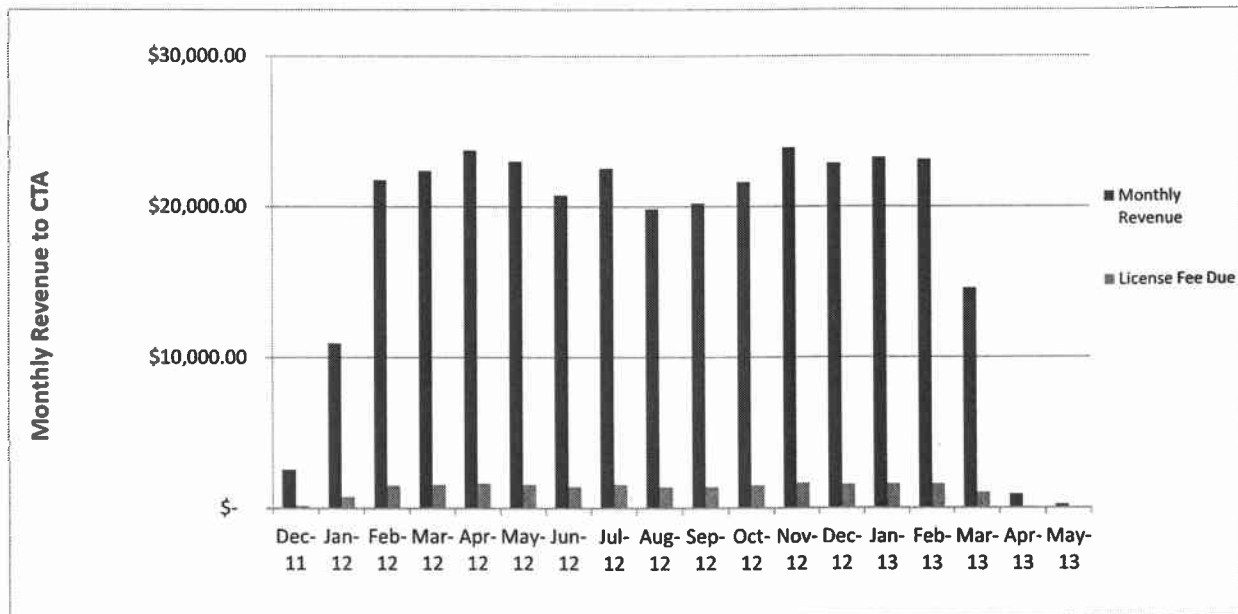




Appendix 6 – Specialty Vending

Monthly Redbox Commissions Paid to CTA

Month	Monthly Revenue	YTD Revenue	License Fee	License Fee Due	YTD License Fee
Dec-11	\$ 2,559.30	\$ 2,559.30	7%	\$ 179.15	\$ 179.15
Jan-12	\$ 10,928.23	\$ 13,487.53	7%	\$ 764.98	\$ 944.13
Feb-12	\$ 21,788.42	\$ 35,275.95	7%	\$ 1,525.19	\$ 2,290.17
Mar-12	\$ 22,386.95	\$ 57,662.90	7%	\$ 1,567.09	\$ 4,036.40
Apr-12	\$ 23,750.38	\$ 81,413.29	7%	\$ 1,662.53	\$ 5,698.93
May-12	\$ 22,994.38	\$ 104,407.67	7%	\$ 1,609.61	\$ 7,308.54
Jun-12	\$ 20,748.22	\$ 125,155.88	7%	\$ 1,452.38	\$ 8,760.91
Jul-12	\$ 22,557.10	\$ 147,712.98	7%	\$ 1,579.00	\$ 10,339.91
Aug-12	\$ 19,841.58	\$ 167,554.56	7%	\$ 1,388.91	\$ 11,728.82
Sep-12	\$ 20,205.05	\$ 187,759.61	7%	\$ 1,414.35	\$ 13,143.17
Oct-12	\$ 21,618.27	\$ 209,377.87	7%	\$ 1,513.28	\$ 14,656.45
Nov-12	\$ 23,920.57	\$ 233,298.44	7%	\$ 1,674.44	\$ 16,330.89
Dec-12	\$ 22,886.87	\$ 253,626.01	7%	\$ 1,602.08	\$ 17,753.82
Jan-13	\$ 23,257.53	\$ 23,257.53	7%	\$ 1,628.03	\$ 1,628.03
Feb-13	\$ 23,144.17	\$ 46,401.70	7%	\$ 1,620.09	\$ 3,248.12
Mar-13	\$ 14,601.26	\$ 61,002.96	7%	\$ 1,022.09	\$ 4,270.21
Apr-13	\$ 912.52	\$ 61,915.48	7%	\$ 63.88	\$ 4,334.08
May-13	\$ 220.72	\$ 62,136.19	7%	\$ 15.45	\$ 4,349.53





Appendix 7 – Facilities Management Issues

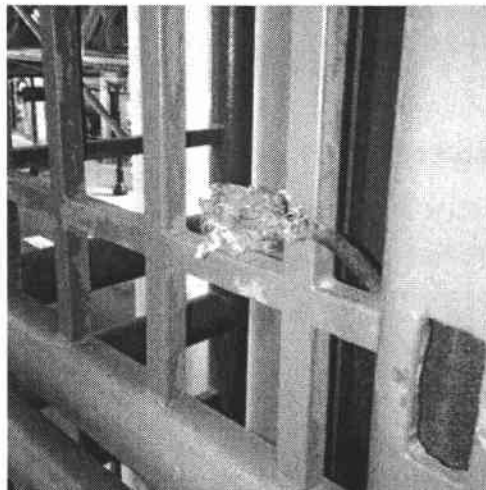
Photo #1 – Wilson (Red) – ATM is out of order and has graffiti.



Photo #2 – Pulaski (Orange) – Lot needs minor repairs.



Photos #3 – Library (Loop) – Chord needs repair.



CHICAGO TRANSIT AUTHORITY
Advertisement for Professional Services

NOTICE OF TIME EXTENSION AND ADDENDUM #1

The due date for the subject RFP has been extended from Monday, September 30, 2013 to Monday, October 7, 2013 at 3:30 p.m. Chicago time in the Bid Office, 2nd Floor, 567 W. Lake St., Chicago, IL 60661-1498 for the following item:

Req. B130P03704

Request for Proposals (RFP) for Real Estate Services for Five Years from Date of Contract Execution.

Written questions regarding this RFP were due in writing no later than Monday, September 16, 2013 at 5:00p.m., Chicago Time. No further questions are being accepted at this time.

The contractor will be required to furnish certified copies of any and all Insurance Policies required in relation to this contract prior to CTA's execution.

Chicago Transit Authority hereby gives notice that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit responses to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

PLEASE NOTE: Where proposals are sent by mail, delivery service or delivered in-person to the CTA Bid Office, the bidders shall be responsible for their delivery only to the Bid Office before the advertised due date and hour for the proposals. The Bid Office hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. Chicago time, except holidays.

The right is reserved to accept any proposal or to reject any and all proposals.

All inquiries should be directed to and copies of the documents obtained from the Bid Office - 2nd Floor, 567 W. Lake, Chicago, Illinois 60661-1498.

CHICAGO TRANSIT AUTHORITY

By: Ellen McCormack
Vice President
Purchasing

September 26, 2013



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

September 24, 2013

Subject: Requisition No. B13OP03704 - Request for Proposals (RFP) for Real Estate Services for Five Years from Date of Contract Execution.

Re: Time Extension and Addendum # 1

Dear Proposer:

The due date for the subject RFP has been extended from Monday, September 30, 2013 to **Monday, October 7, 2013 at 3:30 p.m. Chicago time**. Also, attached please find Addendum #1 which contains answers to written questions. Please take this information into consideration in the preparation of your proposal.

The Chicago Transit Authority is seeking proposals for the subject project. Proposal packages are to be delivered to:

Chicago Transit Authority
Bid Office - 2nd Floor
567 W. Lake Street
Chicago, IL 60661-1498

Previous Due Date: Monday, September 30, 2013

New Due Date: Monday, October 7, 2013

Proposals must be received no later than 3:30 p.m. Chicago time

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office no later than the advertised date and hour. If the delivery of the proposal is delayed beyond the date and hour set, proposals thus delayed will not be considered and will be returned unopened. The Bid Office hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. Chicago time, except holidays.

The following documents should be submitted with the proposal:

**Five copies of the Technical Proposal; and
Five copies of the Price Proposal; and
Four copies of the DBE portion of the proposal.**

Your response should identify the requisition number, the name of the project, the name and address of your firm, a contact person and phone number on the cover page in each section.

Sincerely,

Robert Miller
General Manager, Purchasing

Addendum No. 1
Answers to Written Questions
Requisition No. B13OP03704
Request for Proposals (RFP) for Real Estate Services for Five Years from Date of Contract Execution.

1. Can a Consultant be selected for sub-assignments without expertise in the rest of the assignment? For example, will the CTA consider selecting a Consultant to support consulting services in 2d and 2e if the Consultant does not have expertise in the rest of Assignment 2 (i.e., 2a, 2b, 2c)?

Answer: No.

2. The RFP mentioned that the files would be open for inspection prior to the bid date. Has that been scheduled yet?

Answer: The inspection of records date was Friday, September 6, 2013. Attached is a list of the attendees and the CTA Real Estate Files index.

CTA CLIENT ACCOUNTING QUESTIONS

3. What type of leases is [our firm's] client accounting supporting: AP Leases, AR Leases or both?

Answer: Both.

4. Does CTA have a centralized or decentralized accounting system?

Answer: Centralized.

5. What is the number of legal entities?

Answer: Approximately 200 legal entities.

6. What is the number of locations of the portfolio?

Answer: Approximately 250 locations.

7. Is the number of locations in the portfolio static or dynamic?

Answer: Mostly static, however a small percentage of locations are added/dropped each year.

8. Does CTA have a preference on the funding methodology? Options include: 1) payments made from an account prefunded by CTA; 2) payments made from a CTA ZBA account; or 3) payments made from an account set up by the service provider for CTA and funded by CTA after approving a submitted funding request. [Our firm's] preference is option 2.

Answer: CTA pays invoices for services rendered.

9. What is the number of AP or AR leases?

Answer: Approximately 25 AP agreements and 225 AR agreements.

LEASE ADMINISTRATION QUESTIONS

10. Please describe the nature of the contracts that we will be asked to manage. We assume the leases that are primarily receivable in nature. What percentage of these leases currently have rent tied to

various business indicators of volumes or other factors such as percentage rent? How many leases are included and what type, payable or receivable or both?

Answer: Rents are flat rate plus escalation.

11. Will we be managing any income contracts to the CTA that are not leases; if so, what is the nature of these contracts and how many are there?

Answer: No.

12. To the extent that any of the non-lease contracts require additional fees to CTA resulting from volumes or other factors, please describe them. How do you get volume (sales) reporting?

Answer: No.

13. Please describe the specific nature of the lease administration services required in Assignment I. Please be as granular and transparent as possible with respect to this.

Answer: Lease administration includes all activities associated with maintaining current leases such as; notification to AR of escalations, monitor age of Receivables, monitor condition of spaces for compliance of CTA and City codes, monitor lease term and advise of renewal dates and end dates, monitor tenant build-outs and coordinate construction between CTA and the tenant.

14. Please provide some sample reports such as those described in Assignment 3.

**Answer: Attached: Annual Report
Attached: Monthly Report**

15. The Active Retail Inventory consists of 99 properties ranging in size from 50 – 3,200 square feet. How many total vendors exist today in these sites? How many total leases? May we see a rent roll?

Answer: Some vendors have agreements for multiple locations. Retail inventory has approximately 75 (of 99) vendors. Attached: Rent Roll.

16. Please provide some samples of the financial reporting currently in place or desired?

Answer: See answer #14.

17. Is there any existing data platform in active use here?

Answer: Yes.

OTHER QUESTIONS

18. Does CTA have any monies available for a build-out?

Answer: No.

19. Is the 6% to DBE service providers an accurate percentage? We've done 30% on past contracts and request confirmation.

Answer: Yes, 6%.

20. Is the Contractor eligible to provide dispositions services (2.b) for a project which the Contractor provided consulting services for (2.d & 2.e)?

Answer: Yes.

QUESTIONS REGARDING ASSIGNMENT 4

21. Is the contract term five years for hosting and maintenance of the real estate document management system?

Answer: Yes.

22. When can we schedule time to tour the file room?

Answer: The site visit was/is Friday September 6.

23. Is there a schedule for when all the documents are required to be in system?

Answer: No.

24. What are the standard sizes and quantities of the documents that need to be scanned?

Answer: Various sizes, mostly Letter and Legal sizes.

25. How many users will be using the system?

Answer: Approximately 10-12 CTA users.

26. Is there an overall budget for the project?

Answer: Yes.

27. What is the existing real estate document management system?

Answer: Hard copy files.

28. How much data is in the existing system? Scans? Data fields captured? Number of records?

Answer: None.

33. Section IV., Part I, Proposer Qualifications and Experience – might more than three projects of similar scope and magnitude be presented, either within a response to Part I, Proposer Qualifications and Experience or within an Appendix?

Answer: Yes.

34. Section IV., Part I, Proposer Qualifications and Experience – might proposers include a CTA employee as a reference?

Answer: Yes.

35. Section IV., Part I – might proposers include an Executive Summary section following the Cover Letter section?

Answer: Yes.

36. Appendix B, Guidance Concerning Good Faith Efforts (49 CFR - 26.53) – might it be possible to confirm that the demonstration of Good Faith Efforts may be achieved by performing any one of the ten main bulleted items?

Answer: ALL efforts to meet the DBE Goal will be reviewed and verified by the Diversity Department in order to determine Good Faith Efforts were attempted to meet the DBE Goal.

37. Table of Contents, Appendices – might it be possible to confirm none of the Appendices need be provided by a subcontractor of a subcontractor?

Answer: Confirmed. However, if the subcontractor of a subcontractor is being named as a DBE contractor for DBE participation purposes, then they too must sign the necessary appendices.

38. Appendix B, Special Conditions Disadvantaged Business Enterprise Commitment Invitation for Bids Requisition Number: B13OP03704, 1. Policy and Terms, B. – might it be possible to confirm the DBE goal is 6%?

Answer: See answer #19.

39. IV. Proposal Submittal Requirements – the solicitation provides the following quantities for each volume to submit: Part I - Technical Proposal (5 copies), Part II - Disadvantaged Business Involvement (4 copies) and Part III - Price Proposal (5 copies). Might it be possible to confirm the number of copies is inclusive of the original, ink-signed documents as follows:
- a. Part I: one original, four copies?
 - b. Part II: one original, three copies?
 - c. Part III: one original, four copies?

Answer: Confirmed, the number of copies is inclusive of the original, ink-signed documents.

40. Table of Contents, Appendices – might it be possible to confirm the CTA's preferred location to include the Appendices in the prime's response as follows:
- a. Appendix A: Not Applicable
 - b. Appendix B: Part II - Disadvantaged Business Involvement
 - c. Appendix C: Not Applicable
 - d. Appendix D: Part I, Proposer Qualifications and Experience
 - e. Appendix E: Part I, Proposer Qualifications and Experience
 - f. Appendix F: Part I, Proposer Qualifications and Experience
 - g. Appendix G: Part I, Proposer Qualifications and Experience
 - h. Appendix H: Not Applicable
 - i. Appendix I: Part III - Price Proposal
 - j. Appendix J: Part I, Proposer Qualifications and Experience

Answer: Include completed Disclosure of Ownership, Certification Regarding Debarment, Lobbying Certifications, Drug Free Workplace Certification, History of Firms, Non-Disclosure Statements and Table of exceptions in your Price Proposal.

41. Appendix B, DBE - Schedule B – need the prime include Schedule B within the response if no joint venture is proposed?

Answer: All DBE Schedules must be submitted at the time of Bid. In the event that any information is not applicable, you must denote "N/A" on your submittals.

42. Appendix B, DBE - Schedule C – might it be possible to confirm the prime need not provide quantity nor unit price, as services rather than products are requested by the solicitation?

Answer: In the event that quantity or unit price is not applicable, then bidder must state total amount or percentage of the work that they will be performing.

43. Appendix B, DBE - Schedule C – might it be possible to confirm the only attachment to provide is the proposed subcontractor's Letter of Certification from the IL UCP?

Answer: The proposed subcontractor's Letter of Certification from the IL UCP and their completed Schedule C must be provided with the Prime Contractor's bid submittals.

44. Table of Contents, Appendix J – might it be possible to confirm Appendix J shall be submitted only by the prime?

Answer: Correct.

45. Appendix B, DBE - Schedule D – might it be possible to confirm Schedule D shall be submitted only by the prime?

Answer: Schedule D must be completed and submitted by the Prime Contractor.

46. Table of Contents, Appendix E: Disclosure of Ownership – the Table of Contents states that Appendix E is to be submitted by both the "(Prime & Sub Consultant)." Within Appendix E, page 22 of the Disclosure of Ownership and Interests Affidavit states every "Bidder or Proposer (referred to as "Bidder") submitting a Bid or Proposal to the Authority for a Contract shall submit" Appendix E. Might it be possible to confirm only the prime need provide Appendix E in its response?

Answer: The Prime and any subconsultants must submit the Disclosure of Ownership form.

47. Table of Contents, Appendix E: Disclosure of Ownership – the Table of Contents states that Appendix E is to be submitted by both the "(Prime & Sub Consultant)." Might it be possible to confirm that proposers may modify the Disclosure of Ownership and Interests Affidavit to strike the word "Bidder" and insert the word "Subconsultant" in order to delineate that the form is being provided by a proposed subconsultant?

Answer: Yes, proposer's may strike the word Bidder and insert Subconsultant.

48. RFP section II. Introduction references the CTA's possession of "an extensive collection of historical documents that include original deeds, plats and easements related to CTA properties" and the expectation the Consultant shall "design and implement a transition from paper documents to an electronic media platform." Might the CTA prefer the Consultant digitize any existing maps and/or easements?

Answer: Possibly. Not a requirement, however data collection ideally, will be easily accessed by other CTA departments.

49. Might the CTA prefer this collection of historical documents to be used alongside or to be integrated with CTA's GIS?

Answer: Possibly. Not a requirement, however data collection ideally, will be easily accessed by other CTA departments.

QUESTIONS REGARDING ASSIGNMENT 1

50. Please provide a current rent roll for concessions, office, and industrial leases which includes location, annual rent, lease termination dates, and any extension options.

Answer: See answer #15.

51. Does this assignment include the parking management concessions program?

Answer: No.

52. Will concession assets include traditional fixed space retailers as well as beverage, snack, and specialty vending, and ATM programs?

Answer: No.

53. Will brokerage services include technical guidance and support in drafting procurement documents for concession, industrial, and office tenants? **Answer: Yes.** Will all opportunities need to be publicly bid?

Answer: Yes.

54. Is CTA planning on providing a budget to improve and repair fixed retail spaces that are currently unmarketable?

Answer: Not at this time.

55. Does the CTA own the URL www.ctarealestate.com including content and algorithms? If not, is CTA looking for the contractor to develop a similar site for the CTA?

Answer: Yes.

56. Will CTA provide the bidders lists developed under the current marketing site to the successful contractor? (This applies to Assignment 1 and 2.)

Answer: Yes.

57. Is the contractor expected to pay for legal notice print advertising, marketing print advertising, and "for rent" signs at its own expense?

Answer: Yes.

58. Please provide a list of existing retail, office, and industrial spaces that are vacant.

Retail Concessions				
Line	Station	Property Address	Occupied / Vacant	Square Footage
Blue	LaSalle & Congress	150 W. Congress Parkway	V	126
Brown	Montrose	1817 W. Montrose	V	55
Brown	Wellington	945 W. Wellington	V	88
Green	Cottage Grove	Cottage Grove - East 63	V	90
Green	King Drive	King Drive	V	106
Orange	Ashland	3011 S. Ashland	V	324
Pink	54th/Cermak	2151 S. 54th Ave.	V	345
Pink	Pulaski	2021 S. Pulaski Rd.	V	270
Purple	Central	1022 W. Central Ave.	V	1000
Red	79th	15 W. 79th Street	V	280
Red	Argyle	1117 W. Argyle St.	V	1033
Red	Argyle	1119 W. Argyle St.	V	1116
Red	Argyle	1120 - 1124 W. Argyle St.	V	3210
Red	Berwyn	1120 W. Berwyn Ave.	V	676
Red	Berwyn	1118 W. Berwyn Ave.	V	642
Red	Granville	1116 W. Granville	V	1110
Red	Granville	1117 W. Granville	V	556
Red	Granville	1120 W. Granville	V	1119
Red	Jarvis	1527 W. Jarvis	V	940
Red	Morse	1353 - 1355 W Lunt Ave	V	1980
Red	Morse	1401 W. Morse Ave	V	1267
Red	Morse	1357 W Morse Ave	V	1852
Commercial Space				
Property Address			Occupied / Vacant	Square Footage
567 West Lake 12th floor			V	33,000

59. Please provide a list of existing retail spaces, office and industrial spaces that are vacant and unmarketable due to need for repairs.

Line	Station	Property Address	Occupied / Vacant	Square Footage
Purple	Central	1024 Central	NR	1048
Purple	Main	836 W. Chicao Ave.	NR	78
Purple	South Blvd.	601 South Blvd.	NR	210
Red	Bryn Mawr	1113 W. Bryn Mawr Ave.	NR	750
Red	Bryn Mawr	1115-17 W. Bryn Mawr Ave.	NR	2293
Red	Bryn Mawr	1111 W. Bryn Mawr Ave.	NR	1689
Red	Bryn Mawr	1116 1/2 W. Bryn Mawr Ave.	NR	1245
Red	Bryn Mawr	1116 W. Bryn Mawr Ave.	NR	1245
Red	Bryn Mawr	1117 1/2 W. Bryn Mawr Ave.	NR	1000
Blue	Chicago	800 N. Milwaukee Ave.	NR	50
Red	Sheridan	3939-3941 N. Sheridan	NR	3207
Red	Sheridan	3940 N Sheridan	NR	131
Red	Wilson	1114 W. Wilson	NR	8450
Red	Wilson	1120-1122 W. Leland Ave. and 4701 N. Broadv	NR	800
Red	Wilson	4604 N. Broadway	NR	3065
Red	Wilson	4612 N. Broadway	NR	2467
Red	Wilson	4620 N Broadway	NR	1558
Red	Wilson	4608 N. Broadway	NR	3081
Red	Wilson	1110 W. Wilson	NR	578
Red	Howard	North Howard Street	NR	3000+
Red	Howard	North Howard Street	NR	
Red	Howard	North Howard Street	NR	
Red	Howard	North Howard Street	NR	
Red	Clark & Division	1200 N Clark St.	NR	134
Red	Wilson	1109-1111 W. Wilson	NR	550

60. Items f., g., and h. are significant asset management functions, and not generally included in a commission based structure. Is CTA expecting that the commission covers these costs or will it accept another fee structure that would cover these activities?

Answer: The CTA expects commissions will cover these costs.

70. Please expand on the expectations for item g. In the current contract this includes regular inspections of leased premises and tracking in an electronic database the interactions with the tenants such as inspection reports, pictures, keys made, city infrastructure conditions, meetings with contractors, posted signs, etc. **Answer: Activities relevant to items mentioned above, such as advising tenants of code and contract deficiencies, payment deficiencies, exercising of options, current insurance certificates and notice of termination.** In addition, there are regular reports concerning this interaction which summarizes these interactions. Please provide detail on the types of services to be provided and any required reporting.

Answer: See answer #14.

In particular, will the retail concession management services require inspections similar to the current contract?

Answer: Yes.

71. Item h. Lease Administration services: will these services also include billing and rent collection?

Answer: No.

The current contract includes rent collections activities for delinquent tenants including monthly meetings with the CTA accounting department to work on non-performing tenant issues. Will this continue to be included in the scope?

Answer: No.

72. Will lease administration, tenant build-out and permitting, and relationship coordination apply to industrial and office tenants as well as concession tenants?

Answer: Yes.

73. Please explain any restrictions to leasing to retail, industrial and office tenants? Are any uses or types of tenants prohibited?

Answer: Any uses must conform with the City of Chicago Zoning Ordinance and are subject to final approval by the CTA Board. Also, due to a unique tax status at the 567 West Lake headquarters, a significant percentage of the occupants are required to be tax exempt 501(c)(3) or a governmental body.

74. The current contractor provides a 24/7 tenant emergency call service. Is this required in the new contract?

Answer: Yes.

QUESTIONS REGARDING ASSIGNMENT 2

75. Are there anticipated projects that may include acquisitions services that are known now to be likely to proceed during the term of the contract?

Answer: No.

76. Will acquisitions services also include relocation services?

Answer: No.

77. Please provide a list of properties approved as surplus for disposition, or properties you believe are likely to be approved for surplus in the future.

Location	parcel size (sf)
152-58 W. Illinois	2,627.00
2744 N. Wilton Ave.	1,538.00
938-44 W. Belmont	26,500.00
3206 N. Wilton	2,856.00
3220-22 N. Wilton	2,437.00
3224 N. Wilton	1,625.00
3228 N. Wilton	1,625.00
3230 N. Wilton	1,625.00
3232 N. Wilton	1,625.00
3236 N. Wilton	3,250.00
3400 N. Lincoln Ave.	12,486.00
3408 N. Marshfield	2,695.00
412 N. Wells	11,000.00
934 W Fletcher	3,031.00
935 W. Fletcher	2,875.00
936 W. Fletcher	2,895.00
937 W. Fletcher	2,895.00
936 W. Barry	7,453.00
939 W. Armitage	1,588.00
944-46 W. Barry Ave.	4,074.00
947 W. Fletcher St	3,300.00

78. Are there plans to proceed with Joint Development/TOD for any CTA real estate properties?

Answer: Yes.

79. Item d. Non-fare box revenues: Will the contractor be able to suggest new non-fare box opportunities and be authorized to broker other types of opportunities subject to CTA approval under Assignment 2?

Answer: Yes

80. Item c. Subcontracted Services: Will the contractor be required to manage the subcontracts and oversee work performed by the subcontractors?

Answer: Yes.

81. Will professional liability for such services be allowed by CTA to be passed through to the subcontractors? E.g. as a real estate professional firm we would not have professional liability coverages normally associated with engineering or title attorneys.

Answer: The CTA requires insurance from the Contractor. It is the responsibility of the contractor to monitor their sub-contractors insurance documents.

82. Is the contractor expected to pay for legal notice print advertising, marketing print advertising, and “for sale/lease” signs at its own expense?

Answer: Yes.

QUESTIONS REGARDING ASSIGNMENT 4

83. Can the CTA provide a brief description of the current real estate document management system?

Answer: Combination of hard copy files, hosted website storage and in-house servers.

84. Is there any listing of the documents, or are they just paper files in file cabinets? If there is a listing, can you provide it?

Answer: Files are stored in file cabinets with no existing summary list of inventory.

85. Is there any existing digital data or is it all currently in paper form?

Answer: Some digital data exists, however the majority of documents in paper form.

86. Is there a requirement that the document management database be hosted on CTA premises or is offsite database hosting an option?

Answer: No requirement.

87. The solicitation lists Requisition No. B13OP03704 at http://www.transitchicago.com/business/procurement_information/contract_opportunities.aspx and on the cover letter of the solicitation. Also within the solicitation on the page preceding the table of contents, the Requisition No. is listed as B13OP03407. Might it be possible to confirm the Requisition No. is B13OP03704?

Answer: Confirmed, the requisition no. is B13OP03704.

88. Might the CTA require daily inspections both at CTA rail stations and offsite CTA properties including but not limited to: Automated Teller Machines (ATMs), vending machines, parking lots, stores, concessions, city infrastructure, and/or posted signs?

Answer: Yes.

89. To ensure the best price for imaging work, a firm estimate of the number of documents by page and size is needed in order for imaging companies to provide reasonable cost estimates for the work. The onsite review provided a good overview of the file room and type of documents but certainly not a good estimate of the number of documents particularly by size and page. Will CTA consider a response / Price Proposal that allows us to propose first doing a comprehensive on-site assessment of the documents, followed by the respondent subcontracting out the imaging services (that the respondent supervises)?

Answer: Yes.

90. Does CTA have a work room or area where the scanner can be installed and brought on site?

Answer: Yes.

91. There are small color elements on maps and legal docs. Is color scanning needed for these?

Answer: Yes.

- 92.** Is it permissible to perform the document scanning work off-site or would it have to be performed in CTA's offices?

Answer: Off-site scanning will not be permitted.

- 93.** How many end users will there be for the document management system?

Answer: See answer #25.

- 94.** What type of end users will the document management system have?

Answer: CTA Real Estate staff.

- 95.** Will a 3 party manager have access to the existing and new document management systems?

Answer: Yes.

The time for questions has passed. There are no other changes at this time.

CTA MEETING ATTENDANCE

Subject: Real Estate Doc Inspection
 Date: 9-6-13 Time: Noon-1:30 Location: 56 Tulare St Floor: Flour

NAME	AFFILIATION/POSITION	PHONE NO.
Robert Winkler		
Rachel Gadsdsmith	Co Consulting	617 905 4646
Michael Capriano	CBAC	630 379-0577
Mike Shields	CBAC	312-935-1975
Charles D. Megli	Greystone	212-330-7401
Tony Vespolio	Greystone	540 4128-7214
Mike Bennett	GREYSTONE	919-529-2437
Brian Carroll	SLC	312-228-3312
Bob Ladner	SDL	312-580-7512
Harold Shipman	AAC Data Entry	312-455-1199
Jim Hobson	Transwestern	312-881-7078
Mike Lukeman	CTA	312-681-2458
Pat McKenna	CTA	312-664-7200
Joe Harmaning	CTA	312-664-7200

CTA Real Estate Files Index

1. CTA Right-of-Way Title Files
 - A. Red Line (North Side Main Line)
 - B. Purple Line (Evanston Line)
 - C. Yellow Line (Skokie Swift)
 - D. Brown Line (Ravenswood Line)
 - E. Orange Line (Same)
 - F. Green Line South (South Side Main Line and Englewood Line)
 - G. Green Line West (Lake St. Line)
 - H. Pink Line (Douglas Park Line)
 - I. Blue Line North (Logan Square Line)
 - J. Blue Line West (Metropolitan Line)
 - K. Former Logan Square Line (Backlot parcels)
 - L. Former Garfield Park Line (Backlot parcels)
 - M. Former Normal Park Line (Backlot parcels)
 - N. CTA Right-of-Way Plat Maps
 - O. Real Estate Title Books for Original Railroad properties transferred to the CTA in 1947.
 - P. 1947 Trustee's Conveyance; Special Master's Deed ; Miscellaneous Deeds
 - Q. List of Permanent Index Numbers (PINs) for CTA properties
2. CTA Surface Property Title Files
 - A. Bus Turnarounds

- B. Electrical Substations
- C. Bus Garages
- D. Rail Terminals
- E. Maintenance Facilities
- F. Miscellaneous Facilities
- G. Property Plat Maps
- H. Plats of Survey
- 3. Operating and Maintenance Agreements
- 4. Easement Agreements
- 5. City of Chicago Street and Alley Vacations
- 6. Rail Bridge Crossing Agreements
- 7. Cook County Assessor – CTA Annual Affidavits
- 8. Cook County Assessor – Leasehold Tax Numbers
- 9. Lease/License Agreements for Properties for Operations Purposes
- 10. ComEd Agreements
- 11. Special Projects
- 12. Surplus Properties
- 13. CTA Revenue Properties
 - A. Concession Agreements
 - B. Rental Store Agreements
 - C. License Agreements
 - D. Yard and Garden License Agreements
 - E. Parking Agreements

F. Ground Leases

G. Miscellaneous Agreements

Monthly Invoices - Concession and Rent 08/01/2013

Customer Name	Customer Location	2013 Amount	2014 Amount	Agreement Commence.	Agreement Termination	Term Years	Option Yrs (# of opts)
1400 N. MILWAUKEE, INC.	RE-License	\$ 300.00	\$ 300.00	8/1/2002	7/31/2022	20	10 (3)
7-ELEVEN STORE (REAL ESTATE)	RE-Rent-567-Base	\$ 4,877.13	\$ 4,877.13	12/6/2005	12/5/2015	10	5(1)
7-ELEVEN STORE (REAL ESTATE)	RE-Rent-567-Additional	\$ 525.04	\$ 525.04	12/6/2005	12/5/2015	10	5(1)
7-ELEVEN STORE (REAL ESTATE)	RE-Rent-567-Storage	\$ 301.00	\$ 301.00	12/6/2005	12/5/2015	10	5(1)
ALBERTSONS, INC. (RE)	RE-Rent-13th S of Roos/State/Wab	\$ 2,231.08	\$ 2,231.08	8/10/2000	8/9/2020	20	10 (3)
ALTA VISTA FOODS	RE-Rent	\$ 3,693.64	\$ 3,693.64	8/1/2005	7/31/2015	5	5 (1)
ALWANI, KARIM	RE-Concession	\$ 1,108.09	\$ 1,108.09	7/1/2005	6/30/2015	5	5 (1)
ANNA DONUTS, INC.	RE-Concession	\$ 2,300.00	\$ 2,300.00	1/1/2001	12/31/2007	7	N/A
BANCO POPULAR, N.A.	RE-Rent	\$ 51,454.51	\$ 51,454.51	4/1/2008	3/31/2018	10	5 (2)
BAUER HOLDING CORP.	RE-Rent	\$ 383.46	\$ 383.46	9/1/1992	8/31/2001	19	10 (1)
BELMONT DONUTS TRANSIT, LLC	RE-Concession	\$ 3,536.00	\$ 3,536.00	9/30/2010	9/29/2015	5	5 (2)
BLYUMIN FOOT & ANKLE CLINIC	RE-Rent	\$ 880.00	\$ 880.00	11/1/2006	N/A	N/A	N/A
CAFE TRANSIT INC.	RE-RENT	\$ 1,396.75	\$ 1,396.75	8/4/2013	8/3/2013	10	5 (2)
CAZA ONE, INC.	RE-Rent-567-Base	\$ 9,583.33	\$ 9,583.33	9/1/2008	8/31/2015	7	7 (2)
CAZA ONE, INC.	RE-Rent-567-Additional	\$ 1,447.01	\$ 1,447.01	2008	2015	7	7 (2)
CHICAGO BOARD OF EDUCATION	RE-Rent-Base	\$ 11,956.50	\$ 11,956.50	1/1/2013	12/31/2022	10	
Chicago Mezuzah and Mitzvah Campaigns	RE-RENT	\$ 850.00	\$ 850.00	TBD	TBD	5	5 (4)
CHINATOWN PARKING CORPORATION	RE-Rent	\$ 1,351.21	\$ 1,351.21	9/1/2006	N/A	N/A	N/A
CHURCH STREET PLAZA, LLC (City of Evanston)	RE-Rent	\$ 3,793.06	\$ 3,793.06	11/18/1999	11/17/2019	20	10 (1)
CIAO BELLA EXPRESS I, INC	RE-Concession	\$ 753.75	\$ 753.75	9/12/2012	9/11/2022	5	5 (1)
DEARBORN VILLAGE III CONDOMINIUM ASSOCIATION	RE-Rent	\$ 1,111.11	\$ 1,111.11	1/1/2005	N/A	N/A	N/A
DEARBORN VILLAGE MASTER ASSOCIATION	RE-Rent	\$ 2,133.12	\$ 2,133.12	1/2/2005	N/A	N/A	N/A
FERNANDEZ, SIMON & LUISA	RE-License	\$ 100.00	\$ 100.00	2005	N/A	N/A	N/A
GARCIA, JUAN & NILDA	RE-License	\$ 100.00	\$ 100.00	2005	N/A	N/A	N/A
GENERAL MACHINE & TOOL WORKS	RE-Rent	\$ 215.00	\$ 215.00	1987	N/A	N/A	N/A
GINO'S NORTH	RE-Rent	\$ 1,000.00	\$ 1,000.00	11/1/2006	N/A	N/A	N/A
GLAZED & INFUSED, LLC	RE-Concession	\$ 6,749.00	\$ 6,749.00	2012	2017	5	5 (1)
GRANVILLE "L" NEWSSTAND	RE-Concession	\$ 900.00	\$ 900.00	2003	N/A	N/A	N/A
GREYHOUND LINES, INC.	RE-Rent	\$ 3,180.30	\$ 3,180.30	9/1/1984	N/A	N/A	N/A
HARTIG, GARY	RE-Rent	\$ 605.00	\$ 605.00	8/1/1989	N/A	N/A	N/A
INDIGO LOFTS (Same as 1400 N Milwaukee?)	RE-License-Condominium Balconies	\$ 1,278.54	\$ 1,278.54	2002	2022	20	10 (3)
INTERIOR CRAFTS, INC.	RE-Rent	\$ 100.00	\$ 100.00	11/1/1987	N/A	N/A	N/A
INTERNATIONAL NEWS (Blue - Cumberland and Jeff Park)	RE-Concession-Blue	\$ 5,916.67	\$ 5,916.67	3/7/2013	3/6/2023	10	5 (2)
INTERNATIONAL NEWS (Red - Chicago)	RE-Concession-Red	\$ 2,479.17	\$ 2,479.17	3/7/2013	3/6/2023	10	10 (1)
INTERNATIONAL NEWS (RED - Granville)	RE-RENT	\$ 2,260.42	\$ 2,260.42	8/18/2013	8/17/2023	10	5 (2)
INTERURBAN CAFE AND PASTRY SHOP	RE-Concession	\$ 2,000.00		3/7/2013	3/6/2023	10	5 (1)
IPJIAN, JOHN	RE-Rent	\$ 438.64	\$ 438.64	9/1/1990	N/A	N/A	N/A
KCI ENTERPRISES	RE-Concession	\$ 3,503.35	\$ 3,503.35		8/13/2014		5 (1)
KEDZIE "L" NEWSSTAND	RE-Concession	\$ 968.73	\$ 968.73	9/23/2004	9/22/2014	5	5 (1)
KYUNG & YOUNG CO, LLC	RE-Concession	\$ 720.00		9/12/2012	9/11/2022	10	5 (1)
LOYOLA FOOD MART	RE-Concession	\$ 2,500.00	\$ 2,500.00	11/1/2006	N/A	N/A	N/A
LOYOLA UNIVERSITY CHICAGO (RE)	RE-Rent-1113 W Granville Ave	\$ 695.00	\$ 695.00	2/1/2011	1/31/2016	5	5 (1)
LOYOLA UNIVERSITY CHICAGO (RE)	RE-Rent-6505 N Sheridan Road	\$ 3,656.95	\$ 3,656.95	11/1/1989	10/31/2009	20	N/A
LUPITO'S JUICE BAR	RE-Concession	\$ 550.00	\$ 550.00	9/30/2010	11/28/2015	5	5 (1)
MINA BUILDERS, INC	RE-Concession-Blue (Halsted)	\$ 834.25	\$ 834.25	9/14/2011	11/30/2016	5	5 (1)
MINA BUILDERS, INC	RE-Concession-Pink	\$ 968.75	\$ 968.75	9/14/2011	9/30/2017	6	5 (1)
MINA BUILDERS, INC	RE-Concession-Blue (Irving Park)	\$ 996.53	\$ 996.53	9/14/2011	5/31/2017	6	5 (1)
MORSE "L" LIQUORS	RE-Rent	\$ 1,808.00	\$ 1,808.00	11/1/2006		N/A	N/A
NATIONAL ABLE NETWORK	RE-Rent-Base	\$ 36,283.33	\$ 36,283.33	6/12/2012	5/12/2027	15	
NATIONAL ABLE NETWORK	RE-Rent-Additional	\$ 140.17	\$ 140.17	6/12/2012	5/12/2027	15	
NRN MIDWAY, INC.	RE-Concession	\$ 3,950.00	\$ 3,950.00	9/12/2012	9/11/2022	10	5 (1)
ORANGE CRUSH, L.L.C.	RE-Rent	\$ 958.33	\$ 958.33	8/1/1986		N/A	N/A
PASTOR GABRIEL HERNANDEZ	RE-License	\$ 100.00	\$ 100.00	2006	N/A	N/A	N/A
PERSHING AND STATE LP	RE-Rent	\$ 607.59	\$ 607.59	12/22/2003	12/21/2038	35	15 (2)
PRIMETIMETICKETS.COM	RE-RENT	\$ 5,100.00		TBD	TBD	7	7 (2)
REGIONAL TRANSPORTATION AUTHORITY (RE)	RE-Rent-567-Base	\$ 5,632.99		12/1/2006	10/15/2013	7	
ROBERT LUNDERMAN	RE-Concession	\$ 100.00		2013	N/A	N/A	N/A
ROSCOE VILLAGE LOFTS CONDO ASN	RE-Rent	\$ 1,483.33	\$ 1,483.33	11/1/1991	10/31/2016	25 (1)	
SAIGON SISTERS, LLC	RE-Rent-567-Base	\$ 3,745.48	\$ 3,893.12	9/2/2010	9/30/2020	10	
SANDWICHES LLC	RE-RENT	\$ 1,241.67		7/15/2013	11/14/2023	10	10 (1)
SHAH, HARSHAD & SUVERNA	RE-Concession	\$ 3,893.33	\$ 3,893.33	10/1/2013	9/30/2023	10	5 (2)
SHAH, UMESH	RE-Concession	\$ 1,335.00	\$ 1,335.00	10/1/1983	N/A	N/A	N/A
SHEFFIELD SHERIDAN POINT CONDO ASSOCIATION	RE-Rent	\$ 1,684.53	\$ 1,684.53	5/1/1990	4/30/2015	25	25 (1)
STARBUCKS	RE-RENT	\$ 6,250.00		9/27/2012	9/28/2022	10	5 (1)
STEPPENWOLF THEATRE COMPANY	RE-Rent	\$ 210.69	\$ 210.69	8/6/2003	8/5/2013	5	5 (1)
SUPERMERCADO LA CHIQUITA CERMAK, INC.	RE-Rent	\$ 893.88	\$ 893.88	5/1/2008	4/30/2010	2	1 (3)
THE BAGELER AND HIS WIFE	RE-Concession	\$ 1,248.33	\$ 1,248.33	8/4/2013	8/3/2023	10	10 (1)
TREVINO, INC.	RE-Rent	\$ 2,482.13	\$ 2,482.13	6/1/2006	5/31/2015	5	5 (1)
WILSON YARD DEVELOPMENT I, LLC	RE-Rent	\$ 3,208.33	\$ 3,208.33	11/23/2006	11/22/2041	35	15 (1)
1st Equit Property Inc. - 18th - Pink	RE-Concession	\$ 730.13	\$ 744.74	9/1/2004	8/31/2014	5	5 (1)
1st Equit Property Inc. - 35th/Archer - Orange	RE-Concession	\$ 486.78	\$ 496.52	9/1/2004	8/31/2014	5	5 (1)
1st Equit Property Inc. - Chicago - Red	RE-Concession	\$ 611.32	\$ 623.55	9/1/2004	8/31/2014	5	5 (1)
1st Equit Property Inc. - Cicero (A) - Green	RE-Concession	\$ 486.78	\$ 496.52	9/1/2004	8/31/2014	5	5 (1)
1st Equit Property Inc. - Cicero (B) - Green	RE-Concession	\$ 456.36	\$ 465.48	9/1/2004	8/31/2014	5	5 (1)
1st Equit Property Inc. - Davis - Purple	RE-Concession	\$ 993.65	\$ 1,013.53	9/1/2004	8/31/2014	5	5 (1)
1st Equit Property Inc. - Division - Blue	RE-Concession	\$ 456.98	\$ 468.12	9/1/2004	8/31/2014	5	5 (1)
1st Equit Property Inc. - Halsted/63rd	RE-Concession	\$ 847.63	\$ 864.58	9/1/2004	8/31/2014	5	5 (1)
1st Equit Property Inc. - Harlem - Blue	RE-Concession	\$ 425.95	\$ 434.47	9/1/2004	8/31/2014	5	5 (1)
1st Equit Property Inc. - Jackson - Red	RE-Concession	\$ 993.65	\$ 1,013.53	9/1/2004	8/31/2014	5	5 (1)
1st Equit Property Inc. - Linden - Purple	RE-Concession	\$ 1,034.20	\$ 1,054.88	9/1/2004	8/31/2014	5	5 (1)
1st Equit Property Inc. - Marion/Oak Park - Green	RE-Concession	\$ 1,216.81	\$ 1,241.15	9/1/2004	8/31/2014	5	5 (1)
1st Equit Property Inc. - Polk - Pink	RE-Concession	\$ 750.31	\$ 765.32	9/1/2004	8/31/2014	5	5 (1)
1st Equit Property Inc. - Rosemont (A) - Blue	RE-Concession	\$ 1,490.50	\$ 1,520.31	9/1/2004	8/31/2014	5	5 (1)
1st Equit Property Inc. - Rosemont (B) - Blue	RE-Concession	\$ 385.29	\$ 393.00	9/1/2004	8/31/2014	5	5 (1)
1st Equit Property Inc. - Washington/Madison - Blue	RE-Concession	\$ 486.78	\$ 496.52	9/1/2004	8/31/2014	5	5 (1)
1st Equit Property Inc. - Western - Blue	RE-Concession	\$ 608.45	\$ 620.62	9/1/2004	8/31/2014	5	5 (1)
1st Equit Property Inc. - Western - Brown	RE-Concession	\$ 871.98	\$ 889.42	9/1/2004	8/31/2014	5	5 (1)
1st Equit Group Concessions, LLC - Howard - Red	RE-Concession	\$ 416.67	\$ 416.67	5/1/2012	4/1/2022	10	5 (2)
1st Equit Group Concessions, LLC - Jeff Park - Blue	RE-Concession	\$ 3,041.67	\$ 3,041.67	5/1/2012	4/1/2022	10	5 (2)
1st Equit Group Concessions, LLC - Lake - Red	RE-Concession	\$ 800.00	\$ 800.00	5/1/2012	4/1/2022	10	5 (2)
1st Equit Group Concessions, LLC - Lake - Red	RE-Concession	\$ 1,000.00	\$ 1,000.00	5/1/2012	4/1/2022	10	5 (2)
1st Equit Group Concessions, LLC - Monroe/Madison - Red	RE-Concession	\$ 416.67	\$ 416.67	5/1/2012	4/1/2022	10	5 (2)
1st Equit Group Concessions, LLC - Fullerton - Red	RE-Concession	\$ 4,250.00	\$ 4,250.00	5/1/2012	4/1/2022	10	5 (2)
1st Equit Group Concessions, LLC - Howard (Upper) - Red	RE-Concession	\$ 850.00	\$ 850.00	5/1/2012	4/1/2022	10	5 (2)
1st Equit Group Concessions, LLC - Jackson - Blue	RE-Concession	\$ 1,000.00	\$ 1,000.00	5/1/2012	4/1/2022	10	5 (2)
1st Equit Group Concessions, LLC - Jackson - Red	RE-Concession	\$ 1,000.00	\$ 1,000.00	5/1/2012	4/1/2022	10	5 (2)
1st Equit Group Concessions, LLC - Monroe/Adams - Red	RE-Concession	\$ 750.00	\$ 750.00	5/1/2012	4/1/2022	10	5 (2)
1st Equit Group Concessions, LLC - Roosevelt - Red	RE-Concession	\$ 2,583.00	\$ 2,583.00	5/1/2012	4/1/2022	10	5 (2)
1st Equit Group Concessions, LLC - Kimball - Brown	RE-Concession		\$ 2,133.33	4/4/2013	3/1/2028	10	5 (2)
1st Equit Group Concessions, LLC - 95th - Red	RE-Concession		\$ 5,410.42	4/10/2013	10/9/2023	10	5 (2)
Tobmar International Inc - Halsted - Orange	RE-Concession	\$ 1,008.27	\$ 1,450	7/15/2013	7/14/2023	10	5 (2)
Tobmar International Inc - Kedzie - Orange	RE-Concession	\$ 1,149.44	\$ 1,165.22	1/1/2009	12/31/2013	5	5 (1)
Tobmar International Inc - Western - Orange	RE-Concession	\$ 1,028.46	\$ 1,500.00	7/15/2013	7/14/2023	5	5 (2)
Tobmar International Inc - Pulaski - Orange	RE-Concession		\$ 2,140.99	9/31/2009	9/30/2014	5	5 (1)
Tobmar International Inc - 95th - Red	RE-Concession	\$ 5,207.25	\$ 5,363.50	9/3/2010	11/1/2015	5	5 (1)
AT&T NETWORK REAL ESTATE ADMINISTRATION	RE-Rent-2 Locations	\$ 1,031.45	\$ 1,031.45				
CITY OF CHICAGO (RE)	RE-Rent-567-Base	\$ 79,603.49	\$ 79,603.49				
CITY OF CHICAGO (RE)	RE-Rent-567-Janitorial Services	\$ 18,226.95	\$ 18,226.95				
CITY OF CHICAGO-DEPT OF FLEET MANAGEMENT	RE-Rent	\$ 9,164.00	\$ 9,164.00				
CITY OF EVANSTON-CIVIC CENTER	RE-Rent	\$ 990.00	\$ 990.00				

Monthly Invoices - Concession and Rent 08/01/2013

Customer Name	Customer Location	2013 Amount	2014 Amount	Agreement Commence.	Agreement Termination	Term Years	Option Yrs (# of opts)
COMMONWEALTH EDISON CO. (RE)	RE-Rent	\$ 292.38	\$ 292.38				
COMMONWEALTH EDISON CO. (RE)	RE-License-Seminary	\$ 1,400.00	\$ 1,400.00				
COMMONWEALTH EDISON CO. (RE)	RE-License-Prairie	\$ 528.00	\$ 528.00				
CRICKET COMMUNICATIONS, INC.	RE-Rent-Maintenance	\$ 5,573.96	\$ 5,573.96				
CRICKET COMMUNICATIONS, INC.	RE-Rent-ROW	\$ 15,950.00	\$ 15,950.00				
NEW CINGULAR WIRELESS PCS, LLC	RE-Rent-Maintenance	\$ 5,209.31	\$ 5,209.31				
NEW CINGULAR WIRELESS PCS, LLC	RE-Rent-ROW	\$ 15,950.00	\$ 15,950.00				
NEW CINGULAR WIRELESS PCS, LLC	RE-Rent-Commission	\$ 3,000.00	\$ 3,000.00				
T-MOBILE CENTRAL LLC	RE-Rent-ROW	\$ 15,950.00	\$ 15,950.00				
T-MOBILE CENTRAL LLC	RE-Rent-Maintenance	\$ 5,209.31	\$ 5,209.31				
T-MOBILE CENTRAL LLC	RE-Rent-Commission	\$ 3,000.00	\$ 3,000.00				
U.S. CELLULAR	RE-Rent-Maintenance	\$ 7,298.32	\$ 7,298.32				
U.S. CELLULAR	RE-Rent-ROW	\$ 19,937.50	\$ 19,937.50				
VERIZON WIRELESS	RE-Rent-Maintenance	\$ 6,120.95	\$ 6,120.95				
VERIZON WIRELESS	RE-Rent-ROW	\$ 15,950.00	\$ 15,950.00				
VERIZON WIRELESS	RE-Rent-Commission	\$ 3,000.00	\$ 3,000.00				



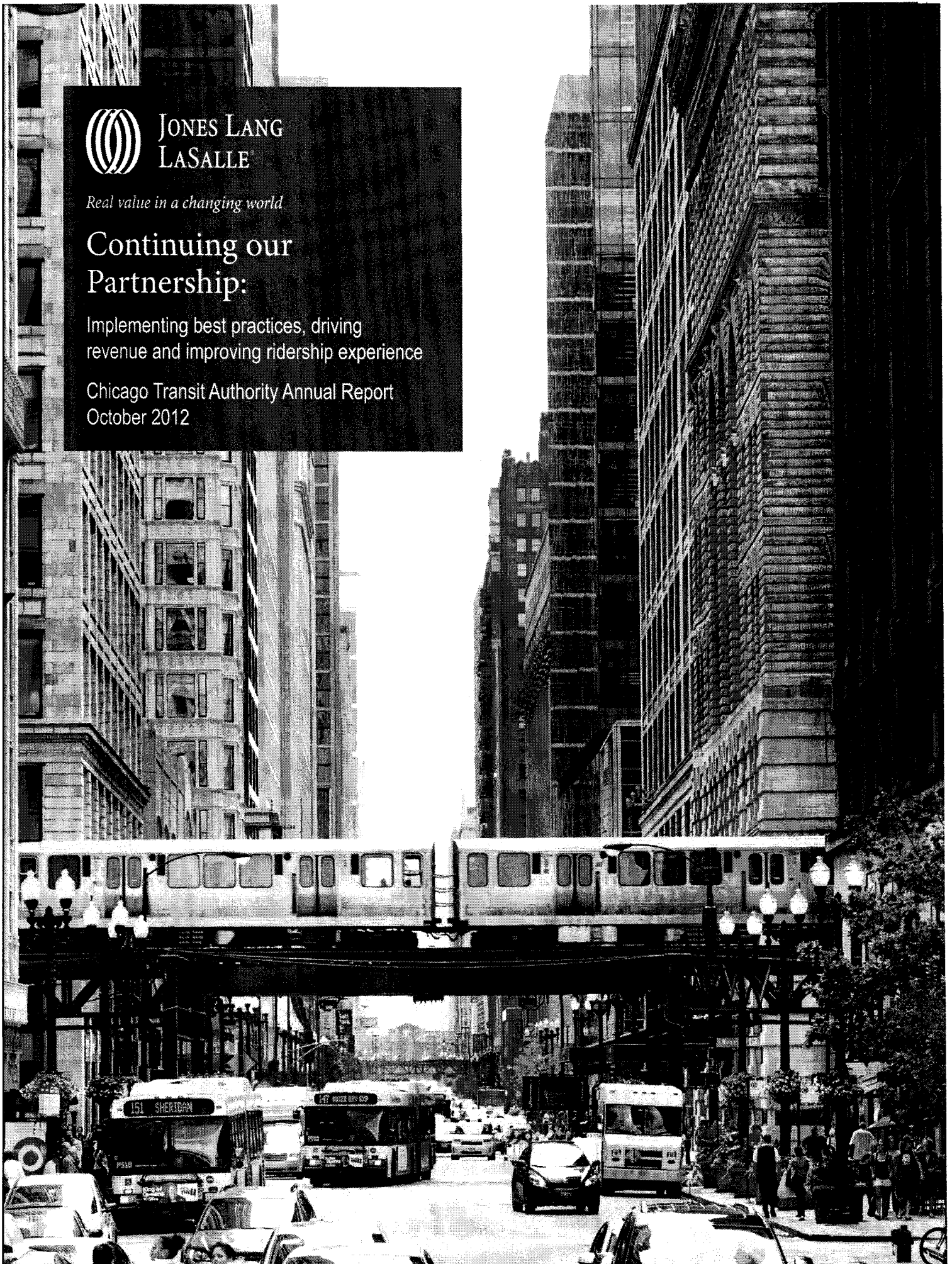
JONES LANG
LASALLE

Real value in a changing world

Continuing our Partnership:

Implementing best practices, driving
revenue and improving ridership experience

Chicago Transit Authority Annual Report
October 2012



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JONES LANG
LASALLE

Real value in a changing world

To the Chicago Transit Authority (CTA) Transit Board:

As we enter the fifth contract year, the Jones Lang LaSalle / Transit Realty Advisors (TRA) team has held a steady course of revenue and service which is represented here in the contract year four annual report. We are proud of what has been accomplished this year and are gratified by the integral roles played by CTA staff in that success. Our team, including our DBE sub-contractors (Sperry Management and Strada Real Estate Services) has partnered with the CTA Real Estate Department to identify innovative, market driven strategies to drive revenue, deploy technology, monetize surplus assets and deliver tangible results. Despite a challenging real estate market and economy, the team executed on the groundwork that was laid over the past 3 years and made significant progress. Our goal for the culmination of the five-year contract is to position the CTA to continue to take full advantage of the real estate market recovery and to continue to grow non fare box revenue. We look forward to continuing our partnership to bring these plans to fruition.

The CTA plays an essential role in making Chicago a great city. In support of the CTA's mission to deliver quality, affordable transit services that link people, jobs and communities, the Jones Lang LaSalle / TRA team continue to deliver unparalleled client focus. Our disciplined approach to asset management and financial stability along with the relationships cultivated with CTA staff have yielded notable results and accomplishments during our fourth contract year.

This report highlights our activities and continuing progress in advancing a variety of initiatives including; 1) brokerage of property sales and office leasing, 2) concession leasing and management and 3) transit oriented development initiatives. While these activities are summarized on the following pages, please also visit www.ctarealestate.com for dynamic status updates on various property offerings and upcoming opportunities.

We look forward to the upcoming year with confidence. We take pride in the fact that we were named to the Chicago Tribune's List of "100 Top Workplaces", FORTUNE magazine's "World's Most Admired Companies" and Forbes magazine's "Platinum 400 Best Big Companies." Our outstanding reputation in real estate management, brokerage and transaction services supports our vision to accomplish even more in the year ahead.

In concluding our fourth successful contract year, we extend a hearty thank you to the CTA employees, representing Real Estate, Engineering, Finance, Accounting, Legal, Purchasing, Operations, Construction and Maintenance. We also thank Sperry Management and Strada Real Estate Services as well as all Jones Lang LaSalle / TRA employees dedicated to the CTA account. We recognize that all accomplishments were made possible through the continued hard work and dedication of our TEAM.

We thank you for your ongoing support and partnership with Jones Lang LaSalle.

Sincerely,

Kurt H. Little, Managing Director
Jones Lang LaSalle Americas, Inc.

Executive Summary

This fourth annual Real Estate Report to the Chicago Transit Authority (CTA) marks the beginning of the fifth year of the five-year Real Estate Management Services contract. Specific service categories include Brokerage Services, Concession Leasing and Management, and Transit Oriented Development (TOD).

The report is designed to share with the CTA and its stakeholders the work performed and accomplishments achieved to date. Similar reports have been delivered for each year of the five year contract highlighting ongoing initiatives and key accomplishments.

During the past year, the Jones Lang LaSalle / TRA team worked with the CTA's Real Estate, Engineering, Legal, Purchasing, Operations, Maintenance and Accounting Departments to build on the foundation established during contract years one through four. As trusted advisors, our working relationship has produced significant new revenue, cost savings as well as quantifiable results for the CTA including 10 new retail spaces leased this year, with up to six additional leases to be awarded before year end.

The chart below outlines contract revenue generated in contract year four, contract revenue the Jones Lang LaSalle / TRA team has generated to date as well as potential revenue that can be generated through the continued partnership with CTA. Overall, the Jones Lang

LaSalle / TRA team has delivered more than an 800% return on the management and brokerage fees paid by the CTA to date.

Maintaining focus on driving continued positive results, the Jones Lang LaSalle / TRA team completed projects allowing CTA to move to the next phase in accomplishing the overall contract goals including:

- Increase real estate non-farebox revenue
- Preserve and enhance the value of the CTA's Real Estate Portfolio
- Improve and expand the ridership experience via additional, convenient and modern retail service offerings

To that end, the team continued to make progress on the established objectives listed below:

- Market and sell surplus properties systemwide and provide office brokerage services
- Market, lease and manage concession properties
- Provide facilities and vendor management services for retail concessions, vending machines, parking lots, and ATMs
- Provide TOD advisory services at priority locations as requested by CTA on a case by case basis
- Identify sale / leaseback and ground lease opportunities for consideration by the CTA

Contract area	New contract revenue generated in CY 4	Contract revenue generated to date	Potential revenue
Surplus property sales	\$0	\$4,294,000	\$11,122,840
567 W. Lake office leasing	\$0	\$8,100,000	\$12,771,000
Retail / Concessions leasing	\$4,057,273	\$7,516,615	\$3,872,000
ATMs	\$180,000	\$6,580,000	\$0
Parking	\$0	\$8,000,000	\$0
Vending	\$0	\$790,000	\$0
TOD	\$0	\$0	\$6,950,000
Totals	\$4,237,273	\$35,280,615	\$34,715,840

Executive Summary

The following are contract year four highlights of the Jones Lang LaSalle / TRA team accomplishments toward these objectives:

Brokerage

- Advertised and marketed Invitations for Bids and Requests for Proposals for the sale of five surplus properties with an estimated value of \$7,180,000
- Continued to market the remaining office space available at 567 W. Lake Street to various not-for-profit and local government entities

Retail / Concession Space

- As a result of the passage of the Brokerage Ordinance in March of 2011, Jones Lang LaSalle listed and marketed 18 retail / concession properties via the CTA real estate website (www.ctarealestate.com) since the start of 2012, including month-to-month agreements
- Ten new leases were approved to date and up to six additional spaces may be approved by year end 2012. Tenant varied between national brands to local “mom and pop” businesses. Value to CTA: over \$4 million
- Successfully resolved property maintenance issues with tenants as they arose with the assistance of CTA Maintenance staff
- Signed and facilitated the build out of Starbucks to occupancy at the highly coveted North and Clybourn Station retail space
- Continued to focus on increasing amenities provided to riders through concession leasing program

Parking

- Jones Lang LaSalle and CPS Parking worked together to diversify parking rates across the Park & Ride system. The impact of this rate change will continue to be monitored as more data becomes available
- As contract year four concludes, all Park & Ride Lots except those managed by municipalities are under the management of a single operator with coterminous contract end dates, which has facilitated management of the parking lots and the streamlining and standardization of financial reporting
- In conjunction with CTA Real Estate Asset Management and CPS Parking, opened seven new Under 'L lots. This will provide an increase in annual guaranteed revenue of \$32,004 with additional upside revenue potential as well as offering local residents additional sources of convenient parking
- Continued to manage the CPS Parking, LLC contract for the Park and Rides and Under 'L program which consists of providing process and financial reporting oversight and contract administration management



Executive Summary

ATMs

- Successfully oversaw RFP release of 61 sites that were not bid on with the 2009 ATM RFP. All ATM locations except one were bid on, resulting in over \$72,000 per year in guaranteed income plus variable income based on usage
- Oversaw resolution of ATM related issues such as temporary removals of ATMs due to station closures and renovations as well as the reporting and clean up of damage due to vandalism
- Continued to monitor, track and manage the existing ATMs across the system which earned the CTA over \$1.4 million in the second year of the five year contract. Total revenue received by CTA on this contract has exceeded \$2.7 million to date

Beverage Vending

- Continued to monitor the Coke contract and work with CTA and Coke staff on removals and relocations of machines when necessary to allow for CTA construction projects or additional ticket machine installation
- Notified Coke immediately when machines were observed out of order to reduce downtime and maximize revenue generation, especially in the summer months
- Met with new account manager at Coke and established a monthly call to improve communications with Coke and continued to expand Coke into additional stations, where possible

- Worked with CTA Operations and Coke to determine locations across the system for additional Coke machine installations in order to maximize vending revenue
- Worked with CTA and Coke to re-locate or remove machines to make room in stations systemwide for new transit card vending machines
- Beverage vending contract revenue to date is just under \$700,000

Specialty Vending

- Terminated the Classic Vending trial contract for magazine vending due to lack of revenue.
- Oversaw implementation of RedBox and Zoom contract award resulting in over \$12,000 in CTA revenue to date
- Assisted CTA in installation RedBox and Zoom machines systemwide
- Initiated review of a healthy snack / food vending RFP for employee locations
- Initiated IFB for additional specialty non-food vending at over 20 locations across the system

Transit Oriented Development (TOD)

- Submitted for CTA review draft TOD Request for Proposal documents, which utilize long term ground leases as a deal structure
- Prepared a form long term ground lease for use on TOD projects
- Connected with the Chicago development community to generate interest in potential TOD offerings



Executive Summary

- Participated in a real estate market study for the Bryn Mawr station

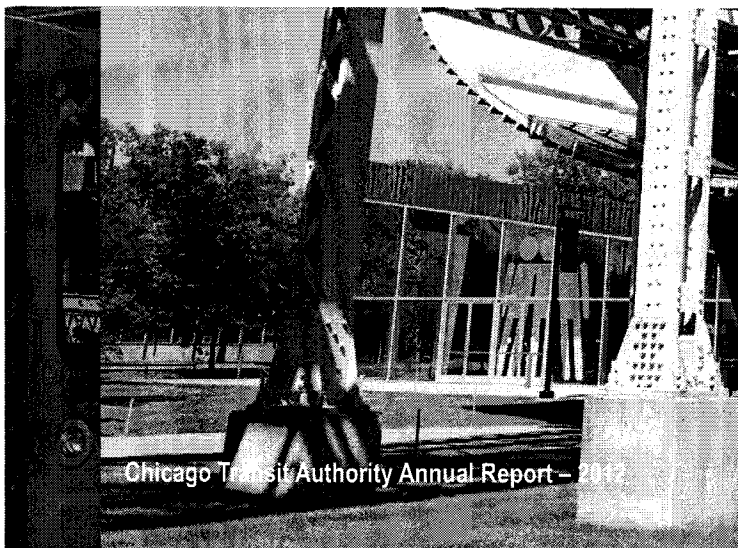
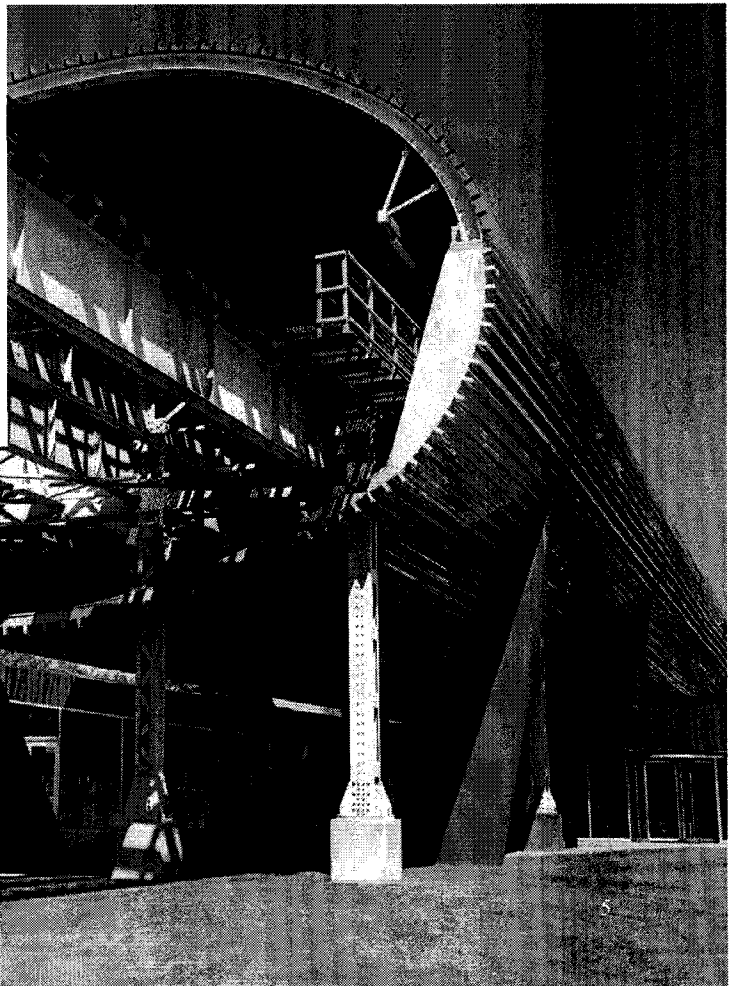
Facilities Management

Following is a sampling of the services coordinated with Strada Real Estate Services:

- Physically inspected stations every month, reporting on conditions of real estate assets and communicated any tenant issues
- Provided photo documentation of property issues
- Provided access at various properties for utility meter readings
- Confirmed square footage measurements for specified vacant retail spaces
- Assisted in property showings to prospective tenants.
- Supervised various tenant move-ins and assisted with location of utilities and key change out coordination with CTA locksmiths
- Completed post move-out inspections for all vacating tenants to determine if the tenant left the space in suitable condition and the security deposit should be returned
- Distributed items to tenants systemwide, such as an updated concessions handbook and various notices of policy changes
- Coordinated installation and removal of For Lease signs on retail property

Miscellaneous

- Continued to provide the monthly Real Estate Status report including detailed revenue reporting for each asset class
- Began real estate market and financial analysis for long term development related opportunities at the Bryn Mawr station on the Red Line as part of a contract task order
- Supported CTA with collection of documentation for Cook County Tax Assessor's office, relative to tenant leasehold taxes and prepared letters notifying tenants of their delinquent leasehold taxes
- Achieved approximately 30% DBE spending since the onset of the project



Timeline

This section includes a chronological view of the Jones Lang LaSalle / TRA team contract related achievements, including some of the planned achievements for the remainder of the five-year contract.

August 2008

Brokerage

1. Collaborated with CTA to complete the surplus approval process
2. Visited, reviewed and evaluated each surplus property site to a) confirm CTA ownership, b) record physical attributes and c) determine zoning classification, market, economic feasibility and proposed uses
3. Completed the due diligence required for pre-marketing surplus properties
4. Prepared a marketing strategy, plan and collateral material (e.g. brochures and website listings)

Concessions

5. Prepared a baseline assessment of each concession property
6. Defined concession opportunities and created a Concession Plan
7. Initiated monthly inspections of concessions
8. Reviewed and abstracted all leases, creating a digital filing cabinet for all relevant leases and associated documents
9. Revised and distributed the CTA Concession Operator's Handbook
10. Prepared a proposed operating budget

Transit Oriented Development (TOD)

11. Completed a preliminary review of CTA stations and other CTA sites to ascertain viable TOD sites
12. Met with local planning departments to ascertain the level acceptance of smart growth concepts with the community for each neighborhood containing a CTA facility under consideration for TOD
13. Upon completion of due diligence, prioritized the TOD sites considered high, medium or low
14. Prepared site summary reports

General

15. Completed the following: a) review of existing data, b) financial analysis, c). site profiles, d) benchmarking analysis, and e) interviews with key CTA personnel to gain a rapid understanding of current CTA practices regarding a number of items, including concession management, lease management, vendor management, operations, accounts payable / accounts receivable procedures, portfolio of owned / leased properties, surplus properties, current RFP process, approval processes and goals for the TOD program
16. Developed and presented an Annual Report, outlining estimated income and plans for achieving revenue goals each year, beginning in CY2010 (For CY2009, Jones Lang LaSalle worked with CTA to provide its best estimate of real estate revenues for CY2009.)
17. Established a website to support marketing of properties for sale and/or lease. The website (www.ctarealestate.com) also serves as a vehicle for gathering a database of interested tenants / buyers for RFP / IFB activities
18. Notified tenants of delinquent leasehold tax bills
19. Introduced the Jones Lang LaSalle National Property Service Call Center (NPSC) to facilitate a single point of contact for tenant repair / maintenance requests
20. Developed a standard form Invitation for Bids for revenue contracts
21. Developed new standard forms for retail leases and concession licenses
22. Developed a new model contract for the parking concession which includes the requirement for state of the art revenue control systems and audit controls
23. Recommended changes to how appraisal scopes of services are developed
24. Recommended changes to how survey scopes of services are developed

25. Created a one-page station tracker, consolidating data on ridership and location of vending, concessions, ATMs and parking
26. Recommended use of an integrated accounts receivable / tenant management database system for managing leases
27. Recommended establishment of a budget for tenant related repairs

August 2009

Brokerage

1. Managed the solicitation process for each transaction, in conjunction with CTA Legal,
2. Advised CTA of any TOD opportunities discovered
3. Advised CTA of any sale / leaseback opportunities
4. Continued to market properties and close pending transactions

Concessions

5. Released an RFP with the goal in mind to lease at least 25% of vacant concession properties that are currently in leasable condition
6. Reviewed existing lease renewal options and extended as appropriate
7. Finalized agreements / contracts with specialty vending companies to pilot specialty vending on CTA rail lines
8. Continued to manage existing vendors / tenants, periodically measuring level of satisfaction, through interviews

TOD

9. Conducted recommended pre-development activities and continued to work with CTA to develop RFP documents including long term lease deal structures

General

10. Continued to support CTA and Cook County with the collection of past due leasehold taxes from retail concession tenants

August 2010

Brokerage

1. Completed a transaction with National Able Network for 21,770 SF of space on the 11th floor resulting in \$8.1 million in revenue to CTA over a 15 year term
2. Continued to manage the solicitation process for land sale transactions, in conjunction with CTA Legal
3. Continued to advise CTA of any additional land sale / brokerage opportunities discovered
4. Advised CTA of additional sale / leaseback opportunities
5. Continued to market and close pending and new sale transactions
6. Continued to market the remainder of the 11th floor and the 12th floor of 567 W. Lake

Concessions

7. Continually updated tenant contact information
8. Leased vacant concession properties through the new brokerage ordinance leasing process
9. Reviewed existing lease renewal options and extended where appropriate
10. Reviewed the status of agreements / contracts with specialty vending companies and made recommendations to extend or terminate agreement based on the vending concept's success
11. Continued to manage existing vendors / tenants, periodically gauging level of satisfaction
12. Provided construction estimates for work required to get vacant spaces in leasable condition
13. Updated CTA records with accurate square footages for vacant retail concession spaces
14. Hired structural engineering firm to confirm the structural integrity of all platforms where new ATM machines are being placed
15. Supported CTA in the installation of ATM machines upon executing four approved bank license agreements

Timeline

TOD

16. Conducted recommended pre-development activities and continued to work with CTA to develop RFP documents including long term ground lease deal structures

General

17. Supported CTA and Cook County with the collection of past due leasehold taxes from retail concession tenants
18. Supported CTA in various initiatives such as distributing changes in policy to lessees systemwide, including notifying tenants of the ban of glue traps in rodent control

August 2011

Brokerage

1. Continued to manage the solicitation process for each land sale transaction, in conjunction with CTA
2. Continued to advise CTA of additional land sale / brokerage opportunities discovered
3. Advised CTA of additional sale / leaseback opportunities
4. Marketed remaining space at 567 W. Lake on the 11th and 12th floors to not for profits and local government entities

Concessions

5. Rolled out concessions leasing program to proactively fill existing vacancies
6. Managed new tenant approval and space build out process in conjunction with CTA Engineering and various trades groups
7. Continually updated tenant contact information and vacancy information
8. Reviewed existing lease renewal options and extended where appropriate
9. Reviewed status of agreements / contracts with specialty vending companies and made recommendation to extend or terminate agreement based on performance
10. Secured execution of specialty vending contracts.

11. Continued to manage existing vendors / tenants, periodically measuring level of satisfaction and compliance with CTA tenant requirements
12. Visited locations without ATMs to determine appropriate placement and prepared ATM RFP documents
13. Drafted a long term specialty vending IFB.
14. Drafted and released long term employee location food vending IFB

TOD

15. Conducted recommended pre-development activities and continued to work with CTA to develop RFP documents including long term lease deal structures

August 2012

Brokerage

1. Continue to manage the solicitation process for each transaction in conjunction with CTA
2. Continued to advise CTA of additional land sale / brokerage opportunities discovered
3. Continue to market additional office space for lease at 567 W. Lake

Concessions

4. Continue to utilize concessions leasing program to proactively fill existing vacancies and replace month-to-month leases with long term leases
5. Continue to work with tenants and CTA Engineering staff to manage the build out process and to ensure that all CTA regulations are met pre- and post-occupancy
6. Continually update tenant contact information and vacancy information.
7. Review existing lease renewal options and extend where appropriate
8. Review status of agreements / contracts with specialty vending companies and make recommendation to extend or terminate agreement based on performance

Timeline/Leadership Team That Drives Results

9. Continue to manage existing vendors / tenants, periodically measuring level of satisfaction and compliance with CTA tenant requirements
10. Proactively ensuring compliance with CTA regulations by all tenants
11. Monitor installation of remaining 60 ATM locations

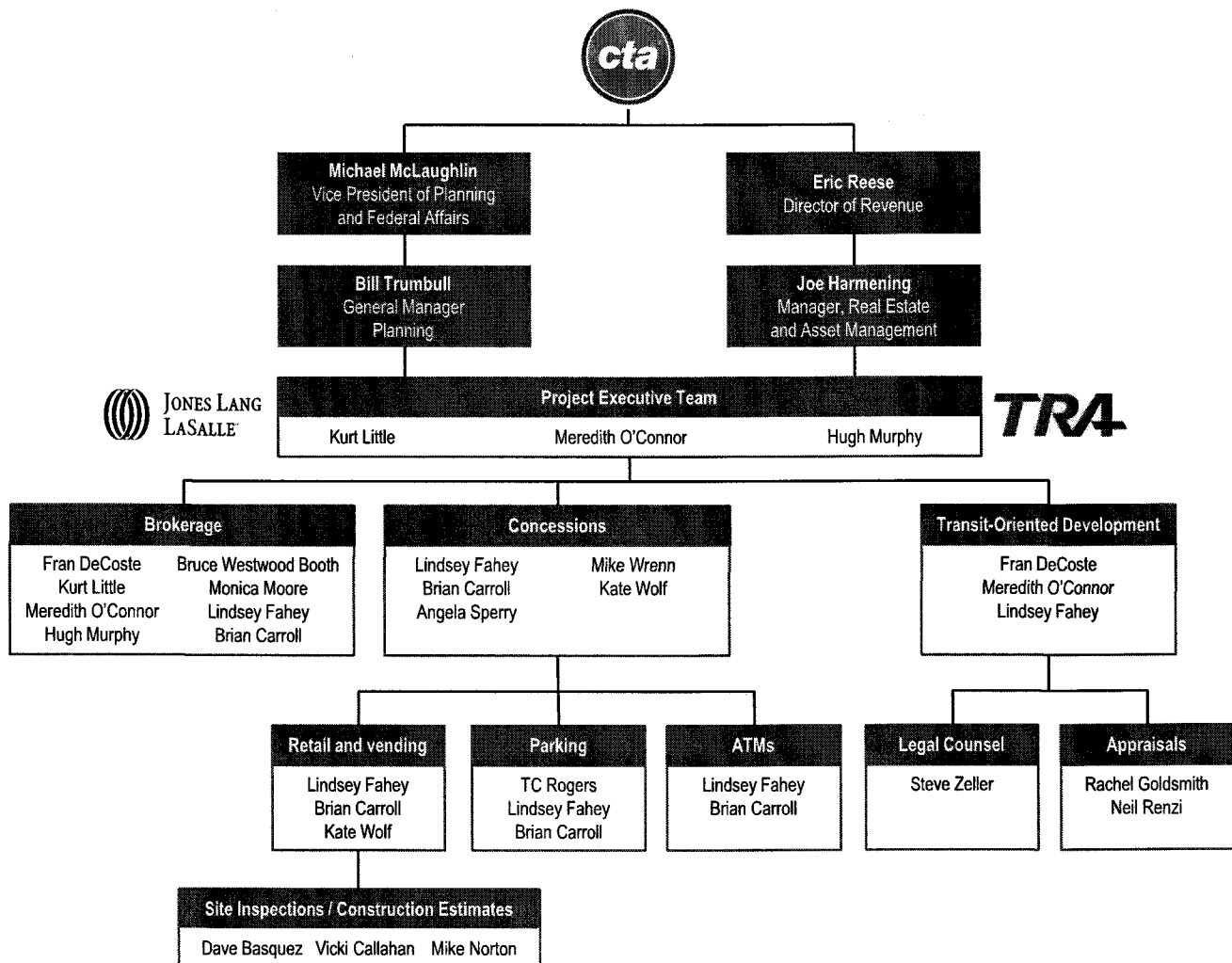
TOD

12. Conduct real estate market analysis regarding transit oriented development opportunities on the North Main Line as renovations occur
13. Undertake a development study and IFB offering at the historic Wilson Station on the Red Line

Leadership Team That Drives Results

CTA, Jones Lang LaSalle / TRA and their DBE partners have a dedicated team to serve the CTA into the future. We are very proud of the results our team has produced as well as the high level of service provided. We look forward

to delivering the same caliber of customer service going forward. Jones Lang LaSalle / TRA and their partners have truly integrated to provide seamless collaborative services to CTA.

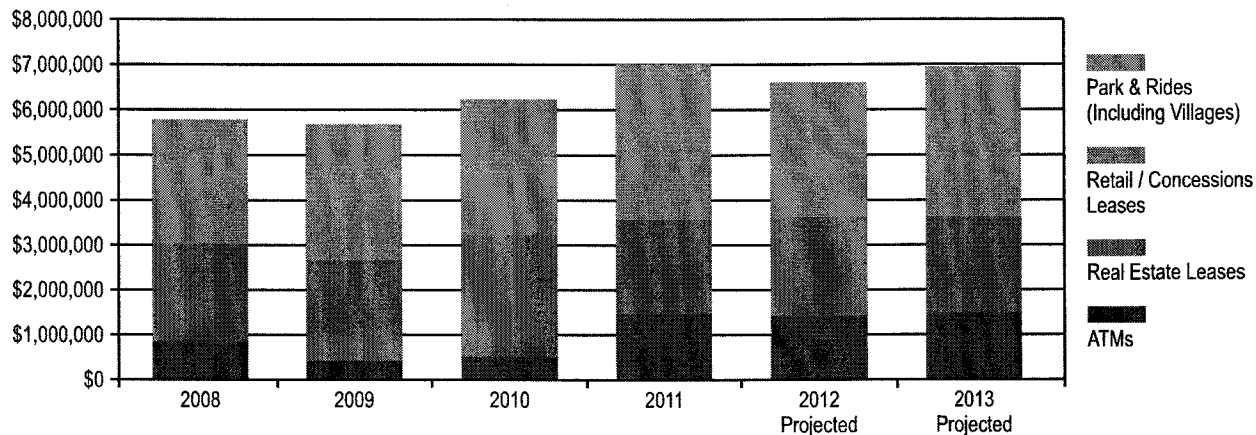


Portfolio Overview

Below is a summary of overall portfolio performance based on revenue data provided by CTA, along with revenue projections through year end 2013. Since 2008 the Jones Lang LaSalle / TRA team has worked diligently to grow revenue across the portfolio. Annual

ATM revenue has grown by over \$1,500,000 since 2008 and with revenue from the new retail leases, annual retail / concession revenue is expected to grow by over \$200,000 in 2013.

Portfolio	2008	2009	2010	2011	2012 (Projected)	2013 (Projected)
ATMs	\$871,966	\$466,838	\$531,729	\$1,440,678	\$1,437,921	\$1,481,059
Real Estate Leases	\$2,167,161	\$2,194,384	\$2,718,436	\$2,210,271	\$2,218,913	\$2,263,291
Retail / Concessions Leases	\$1,252,162	\$1,265,060	\$1,137,406	\$1,431,096	\$902,996	\$1,102,996
Parks & Rides (Including Villages)	\$1,525,981	\$1,786,497	\$1,872,350	\$1,914,862	\$2,004,862	\$2,094,862
Totals	\$5,817,270	\$5,712,779	\$6,259,921	\$6,996,908	\$6,564,692	\$6,942,208



Please note that the drop in revenue from 2011 to the projected 2012 level was due to several factors that can be viewed as worthwhile investments. The CTA has terminated retail tenants as a result of construction projects, removed / abated rent for ATMs and vending

machines for transit purposes and shifted categories for certain revenues. These factors caused an approximate 6.58% reduction in projected 2012 revenue, however represents an important investment in the future marketability of these sites.

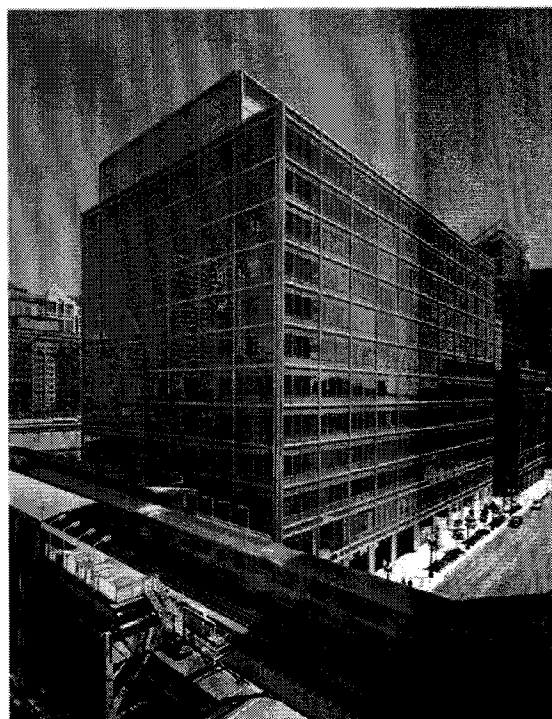
Brokerage Performance Summary

The Team is pleased to highlight brokerage accomplishments achieved this year. Important strides have been made toward marketing various surplus properties. Following

is a brief summary of key accomplishments in this area and a historic summary of land sale revenue.

Portfolio	2008	2009	2010	2011	2012	Potential Revenue from Land Sales
Land Sales	\$0	\$982,000	\$3,312,000	\$161,000	\$0	\$11,122,840

- Advertised and marketed Invitation for Bids and Requests for Proposals for nine surplus properties including:
 - 3400 N. Lincoln Avenue IFB – Value to CTA: \$850,000
 - 2525 N. Kedzie Boulevard RFP – Value to CTA: \$3.35 million
 - 4658 N. Virginia Avenue RFP – Value to CTA: \$680,000
 - 939 W. Armitage St RFP – Value to CTA: \$850,000
 - 1801 W. Grace Street RFP – Value to CTA: \$475,000
 - Archer Bus Garage RFP – Value to CTA: \$1.5 million
 - 412 N. Wells Street RFP – Value to CTA: \$2.0 million
 - 79th and Wentworth Ave RFP – Value to CTA: \$1.07 million
 - 2740 – 2744 N. Kedzie Ave RFP – Value to CTA: \$350,000
- The above values to CTA are the minimum required bid for each property. In some cases there have been bids received that exceed these figures
- Continued to market the remainder of the 11th floor and the 12th floor of 567 W. Lake
 - Numerous tours with interested parties have been conducted
 - Jones Lang LaSalle has responded to numerous RFPs from potential tenants seeking office space at 567 W. Lake Street during 2012



Retail Leasing and Management Performance Summary

Retail Leasing

Following approval of the ordinance allowing brokerage of retail properties systemwide in March of 2011, tremendous strides have been made toward generating market interest in the vacant retail concession spaces. While the need for funding to update retail properties continues, progress has been made to address some of the most pressing maintenance concerns. Updates on the North Red Line properties have already garnered interest from the brokerage community and local neighborhood economic development groups as a result of their renovation.

Focus remains on brokering spaces “as is” and establishing pricing to make the prospect of leasing the spaces attractive to budding entrepreneurs as well as nationally acclaimed tenants with resources to invest in tenant improvement upgrades. In sum, Jones Lang LaSalle listed and marketed 18 retail / concession properties via the www.ctarealestate.com website, with ten leases approved to date and six potentially approved by year’s end. Over their terms these leases will result in an additional \$4 million in revenue to CTA and will provide CTA customers and the communities surrounding the stations with updated convenience amenities.

Jones Lang LaSalle staff also provided project management services for the build outs of new retail spaces, facilitating the CTA approval process as well as assisting the new tenants with permitting reviews. The Starbucks at North and Clybourn as well as the Dunkin Donuts at Fullerton opened in September of 2012.



Dunkin Donuts opens at the Fullerton Red line Station.



Starbucks opens at the North and Clybourn station.

Retail Leasing and Management Performance Summary

Process Overview

- An Ordinance to use a standard brokerage process rather than an RFP to lease retail concessions was passed in March of 2011 by the CTA Board
- Since the passage of the Retail Broker Ordinance, Jones Lang LaSalle has brought to market 42 previously vacant tenant spaces and month-to-month leases. Locations undergo extensive market research to determine a recommended pricing range that will both encourage entrepreneurial endeavors and earn a competitive income stream for the CTA
- Jones Lang LaSalle provides a marketing sheet for each property detailing properties amenities, suggested rental range and relevant site demographics and station ridership data

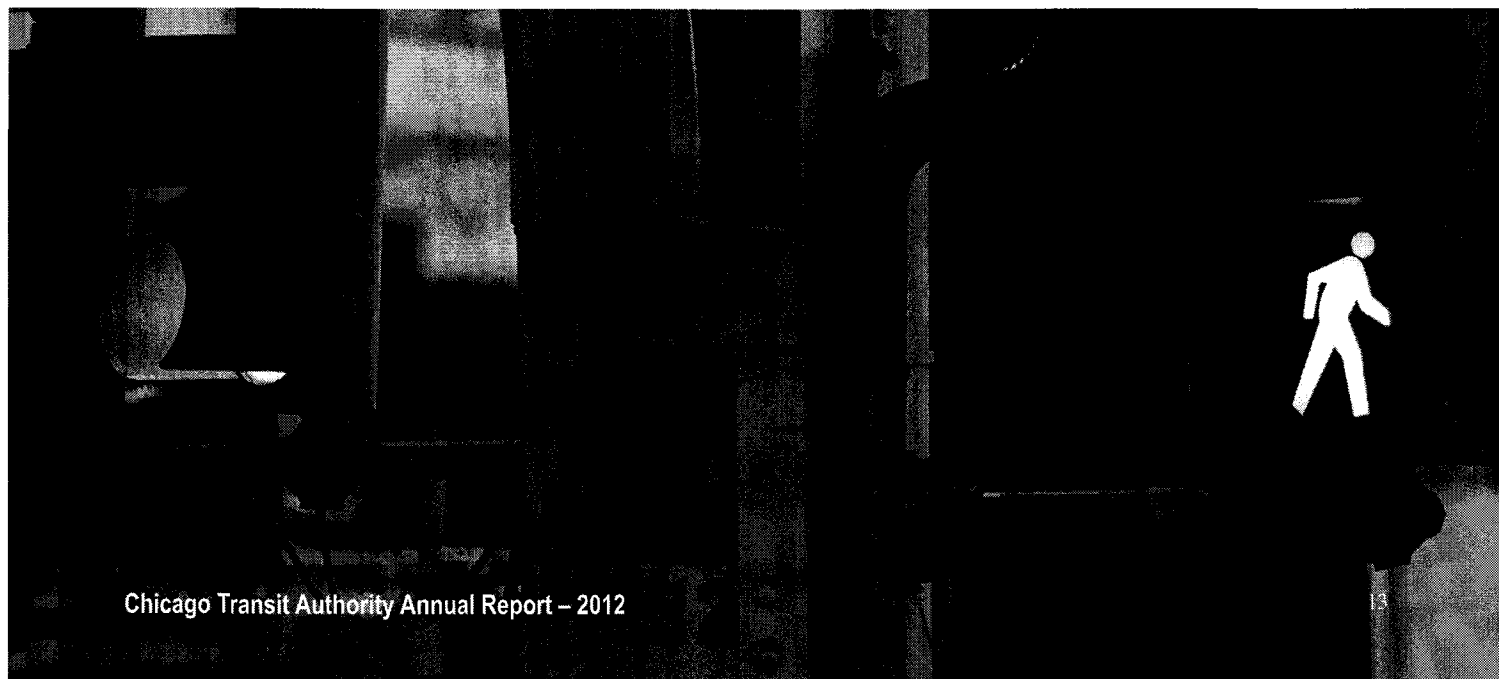
Outreach and Marketing

- A marketing website (www.ctarealestate.com) was created and is in active use to list and outline all real estate related opportunities the CTA has to offer. This website also clearly outlines the process and houses all needed documentation for lease applicants to download
- Jones Lang LaSalle utilized internet listing sites such as Loopnet and CoStar to market the CTA's retail locations to a national audience as well as existing brokerage network relationships

- Direct calls were made to businesses that could potentially serve the CTA's ridership
- Email marketing blasts were sent out to parties expressing interest in retail leasing with CTA in addition to an email blast sent to large number of City of Chicago community groups
- Jones Lang LaSalle brokers conducted open houses at all spaces listed, as well as conducted one-off showings to interested potential tenants as requested
- Following is a sample list of various vendors currently expressing interest in leasing retail from CTA:
 - National recognized coffee convenience and quick serve food brands
 - International newsstand operators
 - Various “mom and pop” local newsstand operators
 - Various local coffee cafés and quick serve food operations

Leasing Initiatives

- Continued retail leasing initiative until all leasable vacancies are filled under brokerage ordinance
- Continued to lease spaces currently on month-to-month agreements to secure longer term agreements.
- Strategically listed month-to-month tenancies

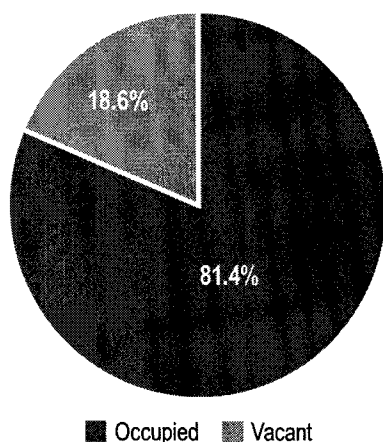


Retail Portfolio Overview

Jones Lang LaSalle and CTA staff have worked tirelessly to increase occupancy across the system in order to maximize revenue to CTA as well as serve the ridership. Below are a series of metrics that give insight into how successful this process is.

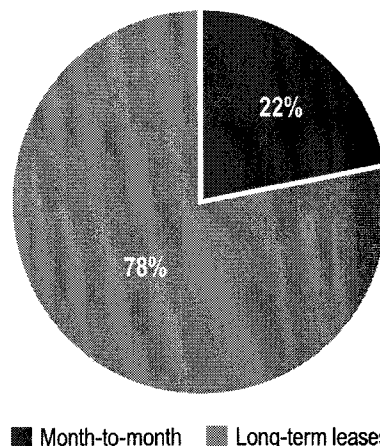
The first chart is an occupancy graph. This number is a result of the spaces that are potentially rentable. Recently, several retail spaces located on the North Main Line have become rentable and are about to enter the Retail Leasing Program. These spaces have increased vacancy due to their recent release on the market. We have seen a healthy pipeline of interest from retail tenants for this area so we expect our upcoming efforts to lease these properties to successfully increase occupancy.

Occupied vs. vacant retail



Currently there is a total of 127 retail concession spaces at or near the 75 rail stations containing concessions. At this time, 79 spaces are occupied and 18 are vacant. The above graph details the breakdown of the CTA retail portfolio into vacant and leased spaces.

Month-to-month vs. long-term leases

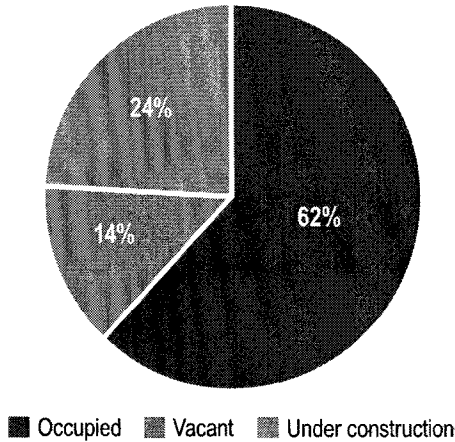


The 79 occupied spaces, can be split into two categories, those with long term agreements in place and those that are on month-to-month agreements. Long term leases include locations that are governed by an existing lease that has not expired and has additional term and / or options left.

Month-to-month agreements have typically expired or are agreements that were previously made by CTA that only allowed month-to-month tenancy. 22% of the portfolio is made up of month-to-month agreements. Going forward, these present an opportunity for CTA to re-lease through the brokerage process, allowing rents to reset to current market rates, needed upgrades to be made to the spaces and new businesses an opportunity to open in communities across Chicago. The above graph shows the portfolio breakdown of the leased space into long term leases versus month-to-month agreements relative to the vacant spaces.

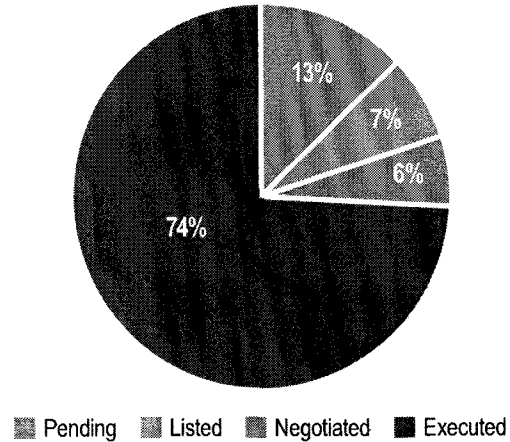
Retail Portfolio Overview

Portfolio including locations under construction



There are an additional 30 spaces which the CTA may at some point lease but are under construction or un-leasable at this time. Some spaces that are currently under construction are on the North Main Line and have yet to be completed. Spaces that are un-leasable need substantial physical upgrades and are not marketable to a potential tenant. Typically spaces in this category have water seepage and leaking issues due to being underneath the track bed and / or in an embankment, making repairs difficult and extremely costly. The above graph details the breakdown between spaces that are occupied, vacant or under construction.

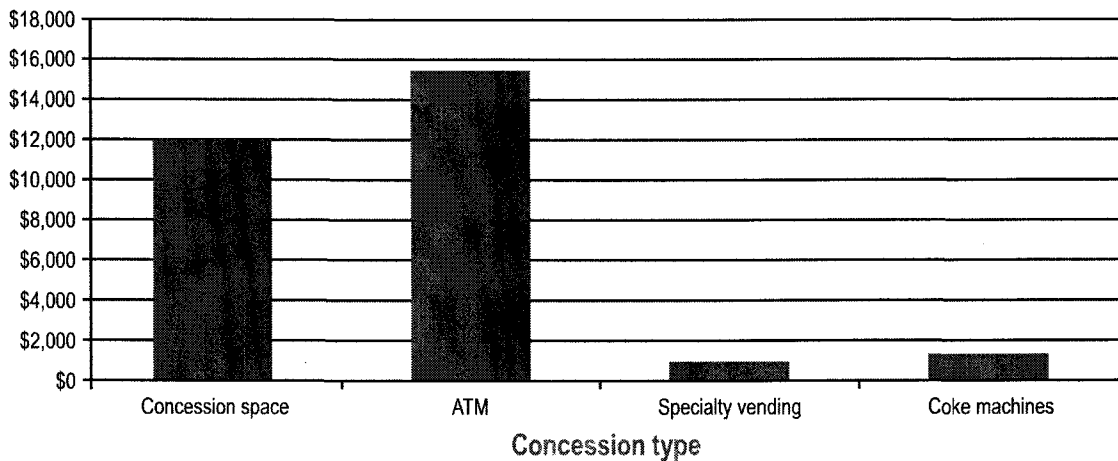
Leasable portfolio breakdown status



Status of Leasable Portfolio

Above is a breakdown of the status of the spaces on the CTA. 74% of the retail spaces are currently under an executed agreement with an additional 6% pending lease negotiations or Board approval. This number also reflects the additional spaces at which construction has recently been completed. These properties would fall into the pending category as we are currently preparing to market the spaces.

Average annual revenue per unit



Parking

Park & Rides

Jones Lang LaSalle has continued to provide financial oversight and management of the parking contract between CPS Chicago Parking, LLC ("CPS Parking") and the CTA. Rosemont, Harlem & Higgins / Forest Park and the 11 Lot contracts as well as the Under 'L program all fall under CPS Parking management. Financial oversight and management of this contract has been greatly facilitated and streamlined by having the all lots under the management of a single parking operator.

In May of 2012, Jones Lang LaSalle, CPS Parking and CTA staff implemented a rate changes for daily parking rates at CPS Parking lots ranging from \$2-\$5. Based on

occupancy, rates either increased or decreased with two goals in mind; increase occupancy at less desirable lots, and increase revenue at highly desirable lots. These goals have largely been accomplished. Analysis of the impacts of these changes is ongoing.

Besides the annual guarantee of \$1.6 million for the 11 Lot and Under 'L Contract, the Rosemont Addendum and the Forest Park and Harlem / Higgins Contract, the contracts have provided an additional \$304,000 in upside revenue to CTA. The Jones Lang LaSalle / TRA team looks forward to continuing their successful relationship with CPS Parking, over the coming years.

Below and on the next page is an overview of the revenue generated and projected from the CPS Parking contract to date.

2010 revenue overview

Park & Ride Lot	Contract start date	Minimum annual guarantee	Upside revenue 2010
11 Lot Contract	Dec-09	\$1,000,000	\$57,391
Rosemont (6 Months)	Jun-10	\$256,002	\$63,466
Forest Park / Harlem & Higgins (2 Months)	Nov-10	\$15,250	\$5,849
Totals		\$1,271,252	\$126,706
Total annual parking contract revenue			\$1,397,958

2011 revenue overview

Park & Ride Lot	Contract start date	Minimum annual guarantee	Upside revenue 2011
11 Lot Contract	Dec-09	\$1,000,000	\$127,839
Rosemont	Jun-10	\$512,004	\$110,051
Forest Park / Harlem & Higgins	Nov-10	\$91,500	\$59,175
Totals		\$1,603,504	\$297,065
Total annual parking contract revenue			\$1,900,569

2012 revenue projection

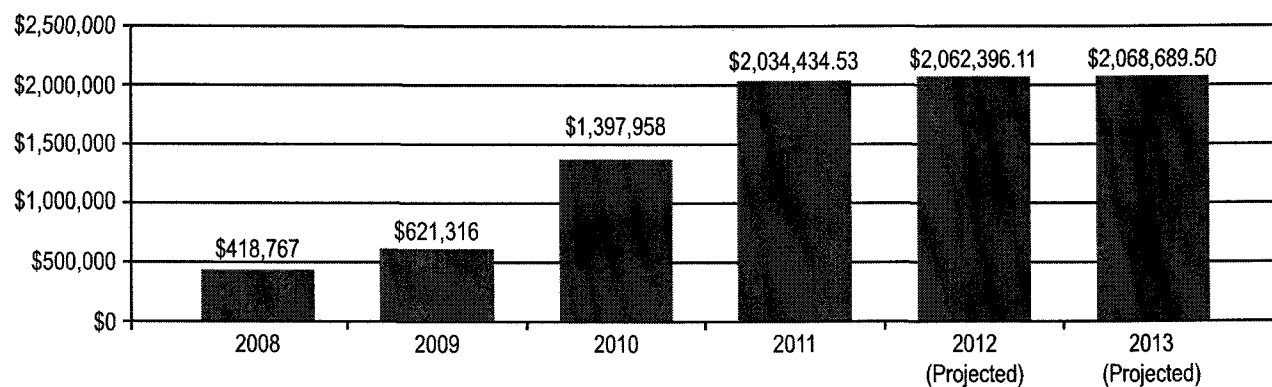
Park & Ride Lot	Contract start date	Minimum annual guarantee	Upside revenue 2012
11 Lot Contract*	Dec-09	\$999,146	\$128,603
Rosemont	Jun-10	\$512,004	\$126,888
Forest Park / Harlem & Higgins	Nov-10	\$91,500	\$48,818
Totals		\$1,602,650	\$304,310
Total annual parking contract revenue			\$1,906,960

*4 months projected

2013 revenue projection

Park & Ride Lot	Contract start date	Minimum annual guarantee	Upside revenue 2013
11 Lot Contract	Dec-09	\$999,146	\$129,889
Rosemont	Jun-10	\$512,004	\$128,157
Forest Park / Harlem & Higgins	Nov-10	\$91,500	\$49,306
Totals		\$1,602,650	\$307,353
Total annual parking contract revenue			\$1,910,003

11 Lot Park & Ride, Under 'L & Village Lot annual revenue growth



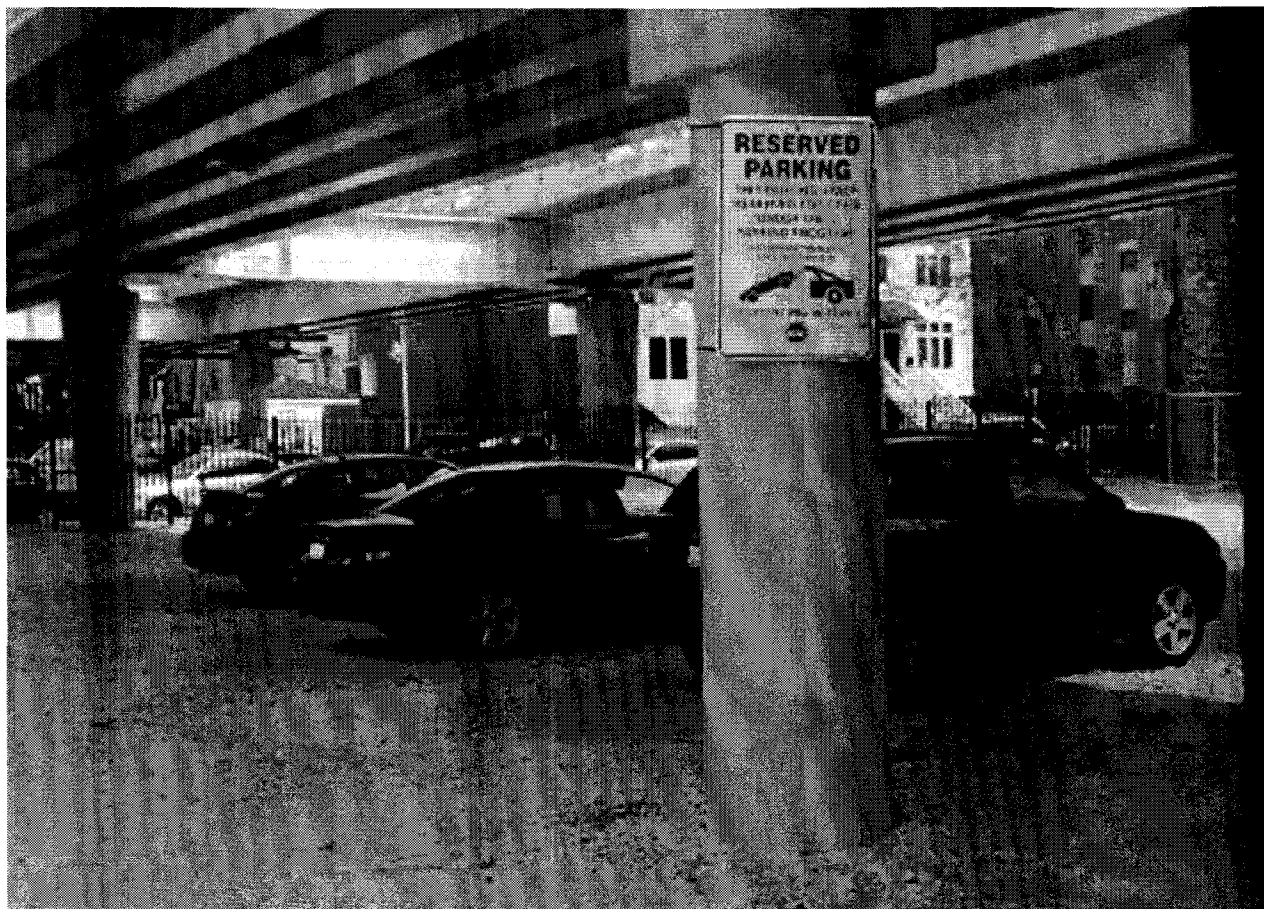
Parking

Under 'L Program

In contract year four, Jones Lang LaSalle continued to manage and provide reporting and financial oversight to the CPS Parking contract for the Park & Rides and Under 'L program. The Under 'L program opens up areas under the elevated structure in communities across Chicago where parking is at a premium for monthly rental by neighborhood residents and business. This program

also has the added benefit of graveling areas under the elevated structure and keeping them clear of debris.

In conjunction with CTA Real Estate Asset Management and CPS Parking staff, Jones Lang LaSalle opened seven additional Under 'L Lots this year for an annual increase in guaranteed revenue of \$32,004 with potential additional upside revenue.



Through an ATM RFP completed in 2009, ATM license agreements were signed with Fifth /Third, PNC, JPMorgan Chase and Merchants Enterprises. These agreements will result in over \$6.4 million in revenue to CTA over the five year term with \$1.47 million projected for 2012 alone. Jones Lang LaSalle has assisted CTA in preparation and solicitation of bids for a new ATM RFP which the CTA

has awarded. This RFP was for 61 locations previously un-occupied by an ATM. These new locations are expected to generate approximately \$140,000 annually in additional revenue to CTA since these locations are less desirable from market and ridership perspectives. On average for this contract year each ATM is generating approximately \$15,500 in annual revenue to the CTA.

2010 revenue overview

Bank	Number of machines	Annual guarantee	Average annual upside revenue
Merchants	6	\$7,500	\$2,125
PNC	17	\$23,771	\$1,929
Chase	11	\$46,550	\$4,927
Fifth / Third	63	\$201,623	\$38,990
Previous Contracts		\$220,917	
Totals	97	\$500,361	\$47,970
Total annual ATM contract revenue			\$548,331

*Contract year one annual guarantee less due to installation delays

2011 revenue

Bank	Number of machines	Annual guarantee	Average annual upside revenue
Merchants	6	\$18,225	\$5,568
PNC	17	\$85,111	\$10,741
Chase	11	\$178,073	\$24,218
FifthThird	63	\$911,606	\$195,199
Totals	97	\$1,193,014	\$235,725
Total annual ATM contract revenue			\$1,428,739

ATMs

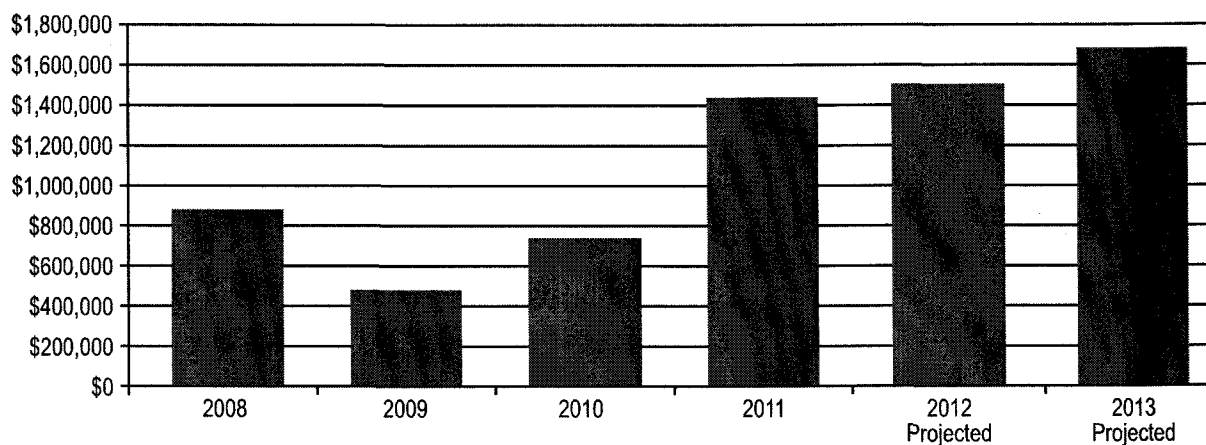
2012 revenue projection

Bank	Number of machines	Annual guarantee	Average annual upside revenue
Merchants	6	\$18,772	\$5,611
PNC	15	\$75,321	\$10,739
Chase	11	\$189,595	\$26,711
Fifth / Third	63	\$955,393	\$191,779
Totals	95	\$1,239,081	\$234,840
Total annual ATM contract revenue			\$1,473,921

2013 revenue projection

Bank	Number of machines	Annual guarantee	Average annual upside revenue
Merchants	6	\$19,335	\$5,723
PNC	15	\$77,581	\$10,954
Chase	11	\$195,283	\$27,245
Fifth / Third	65	\$984,055	\$195,615
Welch	57	\$70,020	\$72,289
Urban Partnership	1	\$2,400	\$1,268
Totals	155	\$1,348,673	\$313,094
Total annual ATM contract revenue			\$1,661,767

ATM revenue



Beverage Vending

Over contract year four Jones Lang LaSalle continued to manage the exclusive systemwide beverage vending contract with Coca Cola. Revenue continues to follow seasonal fluctuation trends. Jones Lang LaSalle oversaw machine relocations and removals as well as reported and coordinated maintenance requests and ongoing maintenance issues with Coke, CTA Maintenance and Real Estate staff. In addition,

Jones Lang LaSalle worked with Coke to install machines at additional locations across the system to continue to drive vending revenue. We have also coordinated the removal of several machines as a result of new ticket vending machines that are coming to the CTA over the coming months and coordinated the removals and reinstallations of machines during station closures on the North Red Line.

Total paid to CTA per Coke contract year

Contract year	Employee Welfare Fund	General Account	Total amount paid to CTA, EWF and General Account
Year 1 close	\$28,256.23	\$235,412.86	\$263,669.09
Year 2 close	\$39,712.66	\$176,997.39	\$216,710.05
Year 3 YTD	\$35,735.39	\$180,998.55	\$216,733.94

Specialty Vending

Jones Lang LaSalle introduced and managed specialty vending machine contracts, a unique concept for transit concessions:

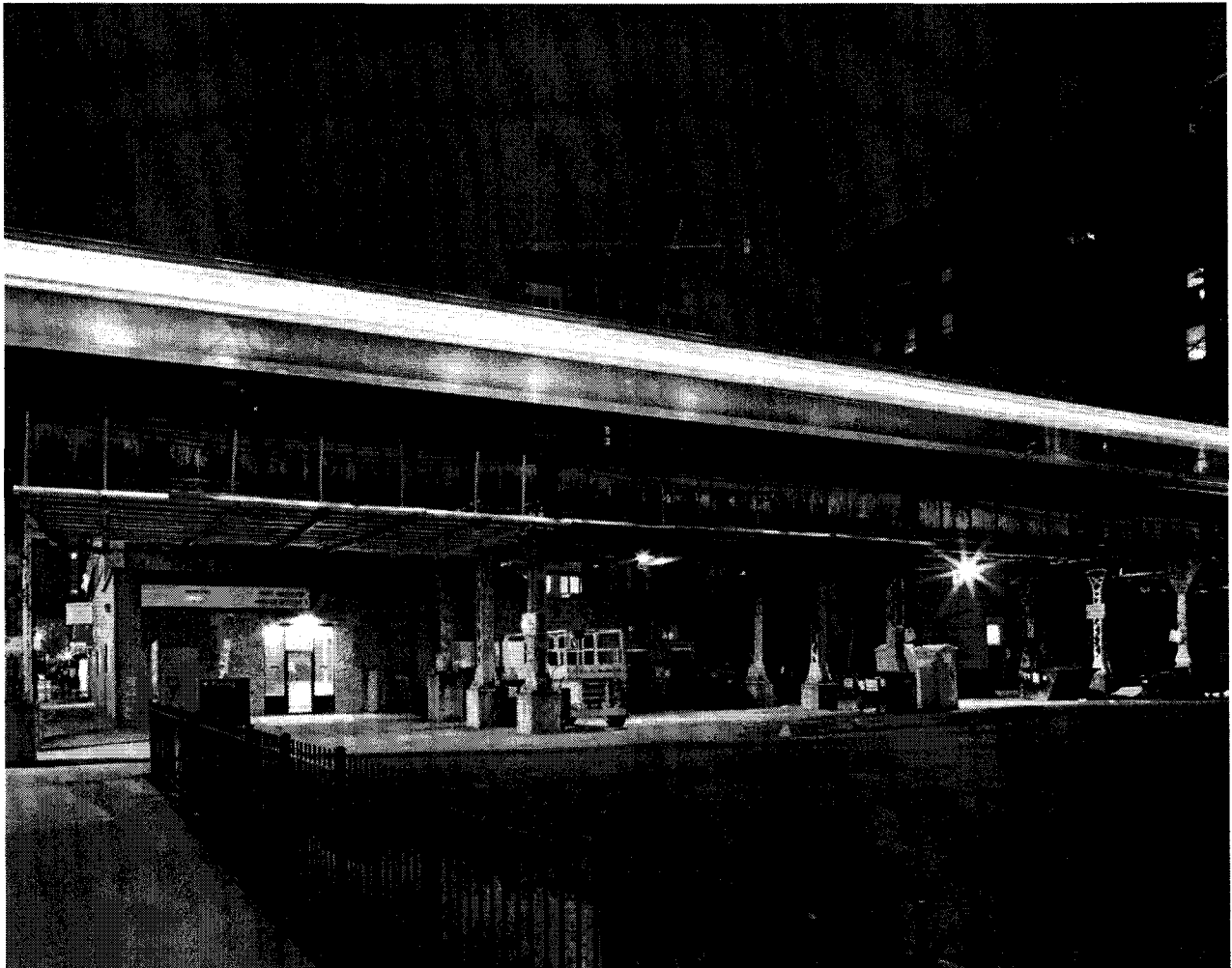
- Coordinated the removal of all eight machines on time at the expiration of the Classic Vending contract
- Secured signature of contracts for both ZoomSystems, Inc. (Best Buy, ProActive, Sony, Apple); and Red Box (popular DVD rental vending)
- Initiated review of a healthy snack / food vending IFB for employee locations
- Toured system with CTA staff to determine optimal locations for specialty non-food vending machine locations



Concessions Facility / Property Management

Jones Lang LaSalle is a leading global provider of property and facilities management services to corporations, institutions, and investor clients, managing about 1.25 billion square feet of commercial, industrial and retail space around the globe. Our structure, people, systems and facility management philosophy are all geared toward maximizing economic efficiency, mitigating risk, and meeting or exceeding your target service levels as part of a management contract.

Management of the approximately 200,000 SF of retail concession space for this non-traditional facilities management assignment has been challenging, given the absence of an approved expense budget for scheduled preventive maintenance and normal repairs and upgrades, and the lack of an integrated lease management system. The Jones Lang LaSalle National Property Service Center (NPSC) fields about half of the tenant phone calls. The other 50% are fielded by Jones Lang LaSalle personnel dedicated to the CTA account.



Concessions Facility / Property Management

Between the CTA dedicated employees and the NPSC Call Center team, approximately 10 - 15 calls are fielded monthly.

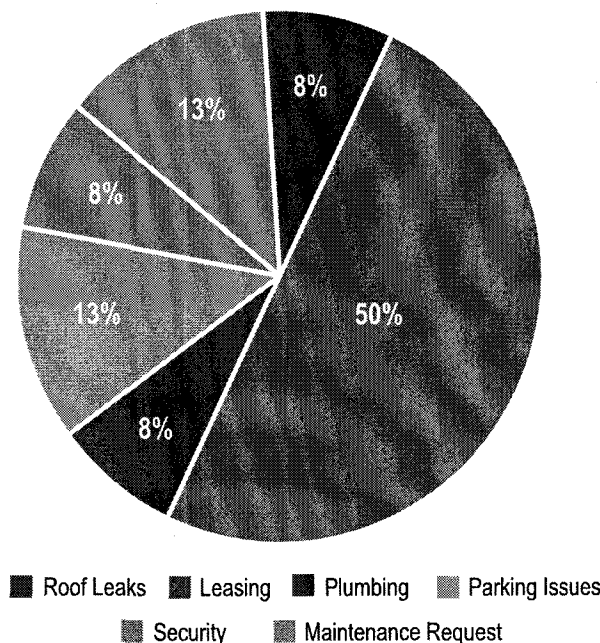
- In most cases the tenant is responsible for general maintenance of the concession space, including HVAC, electrical, plumbing and carpentry.
- All of the leases specify that under no circumstances will the CTA be held responsible for business interruption loss(es) due to water or other damage to merchandise, fixtures or interior paint resulting from roof leaks or other causes.
- Over the course of contract year four most tenant calls were related to roof leaks, particularly on the North Red Line and the Washington Blue Line station. Many North Red Line stations recently underwent extensive repairs which has reduced call volume.
- CTA maintenance continues to be responsive in addressing roof leak reports by tenants.

- In addition, electrical outlet issues causing outages with Coke machines or ATMs are reported to CTA maintenance as soon as they are observed. CTA maintenance has been responsive to these repair requests.

Given the nature of CTA's core business of providing and maintaining the vast infrastructure necessary for a transit system, retail concession maintenance remains primarily the responsibility of the tenant, with assistance provided by CTA in unusual circumstances.

The Jones Lang LaSalle team is dedicated to fielding and resolving tenant inquiries / concerns. The team of service-oriented representatives located in Jones Lang LaSalle's Call Center are experienced and available 24 hours a day, 7 days per week, 365 days a year and provides a robust foundation of data collection, tools and reports to improve facility management efficiency.

The following chart outlines the nature of the calls received by the Jones Lang LaSalle team.



Transit Oriented Development (TOD)

The CTA Transit Oriented Development program goals are to create development opportunities, increase ridership, and maximize non-fare box revenue. Previously, Jones Lang LaSalle conducted a review of all 144 CTA transit stations. As a result of that review, a matrix of TOD opportunities throughout the system was developed and a recommendation of Phase One candidate sites was submitted.

Based on the Phase One recommendations, the following TOD initiatives are in progress:

- Prepared a long term ground lease template for use on TOD projects
- Submitted for CTA review a draft TOD Request for Proposal offering document, which utilizes long term ground leases as a deal structure
- Connected with the Chicago development community to generate interest in upcoming TOD offerings

The following list details potential TOD opportunities:



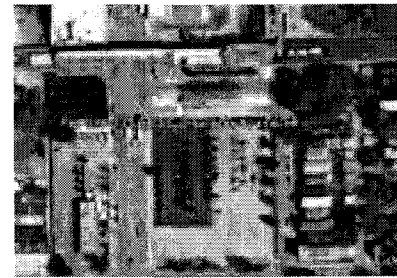
Garfield Station

130,000 SF development parcel located at 55th. The site is adjacent to Washington Park and the University of Chicago.



Belmont Station

26,500 SF land parcel adjacent to the recently reconstructed CTA station in Chicago's Lakeview neighborhood.



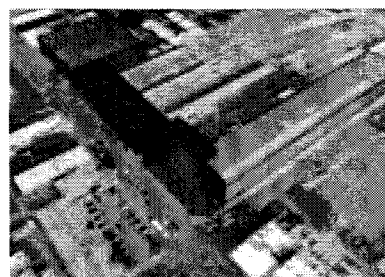
Ashland and 63rd

Ground pad site at existing Park & Ride lot. Currently marketing to potential retail users.



79th and Halsted

Potential land swap with the City of Chicago.



Kimball Station

Study of the development potential for the property being conducted in cooperation with the neighborhood community development group.

Conclusion

We look forward to continuing to bring market-based principles and best practices to CTA Real Estate and Asset Management that enable the accomplishment of the following CTA goals and objectives:

- Maximize opportunities for non-fare box revenue from CTA assets
- Manage facilities and leases to create a win-win environment for CTA and its tenants
- Expand CTA offerings in ATMs and Retail Concessions systemwide, creating expanded, modern service choices for CTA customers

The integration of Jones Lang LaSalle / TRA team members and CTA staff has resulted in a management team capable of making great strides over the past three years that will create a foundation for continued success in the future.

We are proud of our accomplishments this year and look forward to continuing our successful partnership.



JONES LANG
LASALLE

Real value in a changing world



JUNE 2013 REPORT

(REVENUE REPORTING FOR MAY 2013)

REAL ESTATE AND ASSET MANAGEMENT MONTHLY STATUS REPORT



**JONES LANG
LASALLESM**

TRA
TR Advisors



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PORTFOLIO SUMMARY OF REVENUE

The Jones Lang LaSalle (JLL) / TRA Team continues to focus on leasing currently listed retail concession spaces, putting together a new ATM offering through the brokerage process, as well as approving installation plans of the ATMs associated with the new ATM contracts. Our team continues to assist the CTA with the marketing of 412 N. Wells and the Barry properties and looks forward to the release of the Fletcher properties for sale later this month.

Portfolio Revenue at a Glance

* Will be updated with complete 2012 and 2013 data once CTA standardizes and consistently reports revenue from the Oracle reporting system.



BROKERAGE

Accomplishments

Land Sales

- 412 N. Wells – This property closed 6/13/2013 and received 1 bid for the minimum asking price. Currently pending Board approval.
- 939 W. Armitage – IFB was released with an initial due date of 4-18-2013. A site tour was conducted and the bid due date was extended to 5-2-2013. No bids were received for this property. CTA is determining if this should be re-listed for sale.
- Currently 936 W. Barry St. and 944-946 W. Barry St. are advertised with bids due 7-11-2013.
- The IFB for 935 and 937 W. Fletcher are currently under review and will be released shortly.

Office Leasing

- JLL continues brokerage of the raw space on the 12th floor and the remaining space on the 11th floor. Several parties have expressed interest in the space this month.

Pending CTA Action

The following items are awaiting approval for release:

- 935 and 937 Fletcher St. – Review of documents with Purchasing

PARKING

Accomplishments

- CTA Government Relations, Real Estate, CPS Parking and JLL have continued to work toward resolving issues with the Under 'L' program.
- JLL is continuing to monitor revenue reporting and maintenance issues reported from Skokie and Wilmette lots.
- CTA is requesting approval for additional Under 'L' lots from various Chicago aldermen. CTA Real Estate, JLL and CPS Parking are working with CTA mapping to provide GIS maps of Under 'L' areas.
- JLL assessed a revenue reporting issue at the Forest Park / Harlem and Higgins lot with CPS and made a recommendation to CTA as to how to proceed.
- JLL continued to monitor ongoing maintenance issues at Park & Ride lots.
- Next month CPS will provide a 6 month true up payment for all Park & Ride and Under 'L' lots that reported upside revenue thus far in 2013 once June revenue numbers are available.

Upside Revenue and Occupancy Reports (see Appendix 1, 2 and 3 for revenue and occupancy details)

ATMs

Accomplishments

- Welch concluded tours to assess their sites and has submitted installation plans. CTA is in the final stages of reviewing these plans and has begun approving specific locations.



- Four additional Welch ATMs have been installed with several others nearing final approval.
- ATMs have been removed as a result of the South Main Line closure. Rents are being abated over that time.
- JLL is assisting CTA in marketing 5/3 locations through the brokerage process.

Pending CTA Action

- CTA approval of installation plans as they are submitted by Welch.

Revenue Report (see Appendix 4 for revenue details)

RETAIL CONCESSIONS

Accomplishments

- 10 retail locations remain listed and their due dates have been extended until June 14th
- Of the 2 locations closed in May Western will need to be relisted since the proposing tenant backed out of consideration.
- JLL conducted a final offer round, provided recommendations and is currently working on lease negotiations with the prospective tenant at Addison. This lease should go to the August Board for approval.

BEVERAGE VENDING

Accomplishments

- Coordinated with various CTA departments on moves and removals of beverage vending machines that interfered with CTA operations.
- Coordinated with CTA Maintenance to fix any electrical issues that caused outages at beverage vending areas.
- Coke re-installed machines in the North Red line stations that were previously under construction.

Revenue Report (see Appendix 5 for beverage vending revenue details)

SPECIALTY VENDING

Accomplishments

- JLL submitted an IFB for specialty vending services last year. CTA will advertise this as an RFP and is working on determining locations and RFP publication strategy.

Pending CTA Action

- Approval of specialty vending RFP documents and advertisement.

Revenue Report (see Appendix 6 for revenue details)

FOOD VENDING



Accomplishments

- The Food Vending RFP closed January 23, 2013, JLL assisted with evaluation of proposals received.
- The prospective food vending company concluded touring employee food vending locations last month.
- Coke machines will be installed at various employee locations across the system once the food vending installation is complete.



Facilities Issues Identified

1. ATMs

- The Chase ATM at Western on the Brown line has not been repaired yet. The bank has been notified.
- Fifth Third ATM at the Roosevelt – Red line is out of order. The bank has been notified.
- 5/3 ATM at Wilson on the Red line is both out of order and tagged with graffiti. The bank has been notified. Photo.

2. Vending Machines

Loop Line:

- Upper level Coke at the Clark and Lake stop needs to be serviced. Coke has been notified.
- The outlet for the Coke machine at Clark and Lake needs to be repaired. CTA has been notified. Photo.
- Coke on the north side of the LaSalle station needs to be repaired. Coke has been notified.
- The outlet for Coke on west side of the Washington needs to be repaired. CTA has been notified.

Orange Line:

- Coke inside the Western station has graffiti all on the side panel. Coke has been notified.

Brown Line:

- Coke on the Rockwell platform was out of service. Coke has been notified.
- Coke at the Southport stop is out of order. Coke has been notified.

Pink Line:

- Coke at the California station is out of order. CTA has been notified.

Green Line:

- Sent Coke the ID #'s for the Coke at Pulaski and Harlem stations to be removed. Have both been out of service since the end of 2012.
- One of the Coke venders at 43rd was sold out. Coke was notified.
- A Coke vender at the Indiana station is out of order. Coke has been notified.

Blue Line:

- Outlet outside the Jefferson Pk. station is out of order. CTA has been notified.

3. Parking Issues

- Red line:
 - Howard had lights out of order. Stairs also have the metal plates breaking off. The property manager has been notified.
- Purple line:



- Linden lot on east side has pot holes and sinking storm sewers. The village has been notified.
- Green line:
 - Ashland lot needs light panels covering electric wires replaced. CPS has been notified. Photos.
- Brown line:
 - Kimball lot needs curb repairs by parking meters. Storm sewer in front lot is sinking lower. CPS has been notified.
- Blue line:
 - Forest Park lot in front of station has drainage issues. CTA has been notified. Photo.
 - Rosemont parking lot needs a tree trimmed that covers an exit stop sign out of this lot. CPS has been notified.
 - Cumberland lot has roof drainage pipes rotting in some sections. CTA has been notified.
- Orange line:
 - 35th & Archer has a padlock on a fence gate broken allowing anybody to enter the area where train tracks are located. CPS has been notified.
 - Kedzie lot has a clogged storm sewer drain that floods. CTA has been notified.
 - Pulaski lot has a graveled section that needs stone to fill potholes. The asphalt section needs pothole repairs and one of the handicap signs was knocked over. CPS has been notified. Photos.

4. **Other Issues**

- Tenant at the Washington – Blue line on the Randolph side is getting water leaks inside the ceiling lights and right over the electrical panel in the back room.
- The Tenant at the 18th St. station on the Pink line is getting water from a roof drain that leaks onto interior ceiling tiles. CTA has been notified.

TOD

Accomplishments

- The Wilson IFB is currently advertised.

Miscellaneous

- JLL prepared letters to notify tenants that their Cook County leasehold taxes were due.

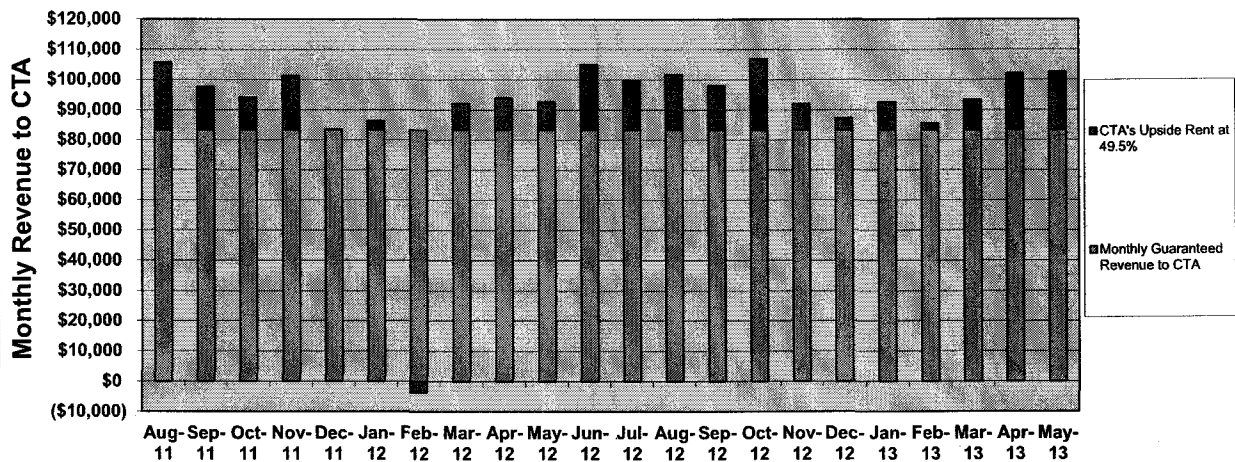


Appendix 1- Park and Ride Revenue Detail

11 Lot Park and Ride Contract

Months	Contract Month	Original Net Revenue - Total	YTD Net Revenue	YTD Net Revenue Annualized	Annual Upside Threshold	Amount Over Threshold	Deannualized at 49.5%	% Rent Accrued
Aug-11	8	\$228,288	\$1,637,180	\$2,455,771	\$2,200,000	\$255,771	\$84,404	\$22,252
Sep-11	9	\$212,274	\$1,849,455	\$2,465,940	\$2,200,000	\$265,940	\$98,730	\$14,326
Oct-11	10	\$205,396	\$2,054,851	\$2,465,821	\$2,200,000	\$265,821	\$109,651	\$10,921
Nov-11	11	\$219,511	\$2,274,362	\$2,481,123	\$2,200,000	\$281,123	\$127,559	\$17,908
Dec-11	12	\$183,899	\$2,458,261	\$2,458,261	\$2,200,000	\$258,261	\$127,839	\$280
Jan-12	1	\$189,376	\$189,376	\$2,272,512	\$2,200,000	\$72,512	\$2,991	\$2,991
Feb-12	2	\$175,887	\$365,263	\$2,191,580	\$2,200,000	(\$8,420)	(\$695)	(\$3,686)
Mar-12	3	\$201,255	\$566,518	\$2,266,071	\$2,200,000	\$66,071	\$8,176	\$8,871
Apr-12	4	\$204,896	\$771,414	\$2,314,241	\$2,200,000	\$114,241	\$18,850	\$10,673
May-12	5	\$202,430	\$973,844	\$2,337,225	\$2,200,000	\$137,225	\$28,303	\$9,453
Jun-12	6	\$227,379	\$1,201,222	\$2,402,445	\$2,200,000	\$202,445	\$50,105	\$21,802
Jul-12	7	\$216,686	\$1,417,908	\$2,430,700	\$2,200,000	\$230,700	\$66,615	\$16,510
Aug-12	8	\$220,816	\$1,638,724	\$2,458,086	\$2,200,000	\$258,086	\$85,168	\$18,554
Sep-12	9	\$213,091	\$1,851,815	\$2,469,086	\$2,200,000	\$269,086	\$99,898	\$14,730
Oct-12	10	\$231,042	\$2,082,857	\$2,499,428	\$2,200,000	\$299,428	\$123,514	\$23,616
Nov-12	11	\$201,140	\$2,283,997	\$2,491,633	\$2,200,000	\$291,633	\$132,328	\$8,814
Dec-12	12	\$191,419	\$2,475,416	\$2,475,416	\$2,200,000	\$275,416	\$136,331	\$4,003
Jan-13	1	\$202,077	\$202,077	\$2,424,920	\$2,200,000	\$224,920	\$9,278	\$9,278
Feb-13	2	\$188,084	\$390,160	\$2,340,961	\$2,200,000	\$140,961	\$11,629	\$2,351
Mar-13	3	\$203,766	\$593,927	\$2,375,706	\$2,200,000	\$175,706	\$21,744	\$10,114
Apr-13	4	\$221,353	\$815,280	\$2,445,839	\$2,200,000	\$245,839	\$40,563	\$18,820
May-13	5	\$222,298	\$1,037,577	\$2,490,186	\$2,200,000	\$290,186	\$59,851	\$19,288

Guaranteed and Upside Revenue to CTA - 11 Park & Rides + Under L

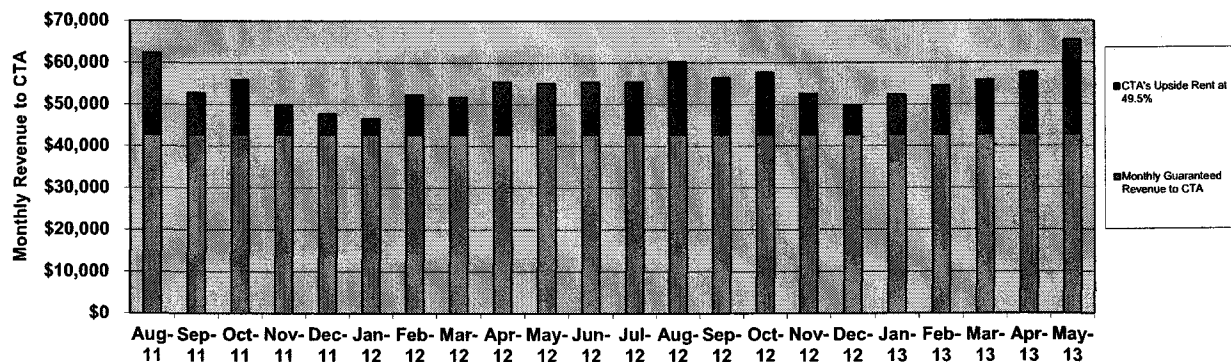




Rosemont Park & Ride Contract

Months	Contract Month	Rosemont Net Revenue Total	YTD Net Revenue	YTD Net Revenue Annualized	Annual Upside Threshold	Amount Over Threshold	Deannualized at 49.5%	% Rent Accrued
Aug-11	3	\$103,073	\$280,063	\$1,120,251	\$760,000	\$360,251	\$44,581	\$19,671
Sep-11	4	\$83,849	\$363,912	\$1,091,735	\$760,000	\$331,735	\$54,736	\$10,155
Oct-11	5	\$90,216	\$454,127	\$1,089,906	\$760,000	\$329,906	\$68,043	\$13,307
Nov-11	6	\$78,003	\$532,131	\$1,064,261	\$760,000	\$304,261	\$75,305	\$7,262
Dec-11	7	\$73,608	\$605,739	\$1,038,409	\$760,000	\$278,409	\$80,391	\$5,086
Jan-12	8	\$71,296	\$677,034	\$1,015,552	\$760,000	\$255,552	\$84,332	\$3,941
Feb-12	9	\$82,918	\$759,952	\$1,013,270	\$760,000	\$253,270	\$94,026	\$9,694
Mar-12	10	\$81,685	\$841,637	\$1,009,965	\$760,000	\$249,965	\$103,111	\$9,084
Apr-12	11	\$89,068	\$930,705	\$1,015,315	\$760,000	\$255,315	\$115,849	\$12,739
May-12	12	\$88,483	\$1,019,188	\$1,019,188	\$760,000	\$259,188	\$128,298	\$12,449
Jun-12	1	\$89,077	\$89,077	\$1,068,926	\$760,000	\$308,926	\$12,743	\$12,743
Jul-12	2	\$89,187	\$178,264	\$1,069,582	\$760,000	\$309,582	\$25,541	\$12,797
Aug-12	3	\$98,951	\$277,214	\$1,108,857	\$760,000	\$348,857	\$43,171	\$17,631
Sep-12	4	\$91,068	\$368,282	\$1,104,846	\$760,000	\$344,846	\$56,900	\$13,729
Oct-12	5	\$93,727	\$462,009	\$1,108,823	\$760,000	\$348,823	\$71,945	\$15,045
Nov-12	6	\$83,393	\$545,402	\$1,090,805	\$760,000	\$330,805	\$81,874	\$9,930
Dec-12	7	\$77,536	\$622,938	\$1,067,894	\$760,000	\$307,894	\$88,904	\$7,030
Jan-13	8	\$82,858	\$705,796	\$1,058,694	\$760,000	\$298,694	\$98,569	\$9,665
Feb-13	9	\$87,454	\$793,250	\$1,057,667	\$760,000	\$297,667	\$110,509	\$11,940
Mar-13	10	\$90,096	\$883,346	\$1,060,015	\$760,000	\$300,015	\$123,756	\$13,247
Apr-13	11	\$93,702	\$977,047	\$1,065,870	\$760,000	\$305,870	\$138,788	\$15,032
May-13	12	\$109,265	\$1,086,312	\$1,086,312	\$760,000	\$326,312	\$161,525	\$22,736

Guaranteed and Upside Revenue to CTA - Rosemont

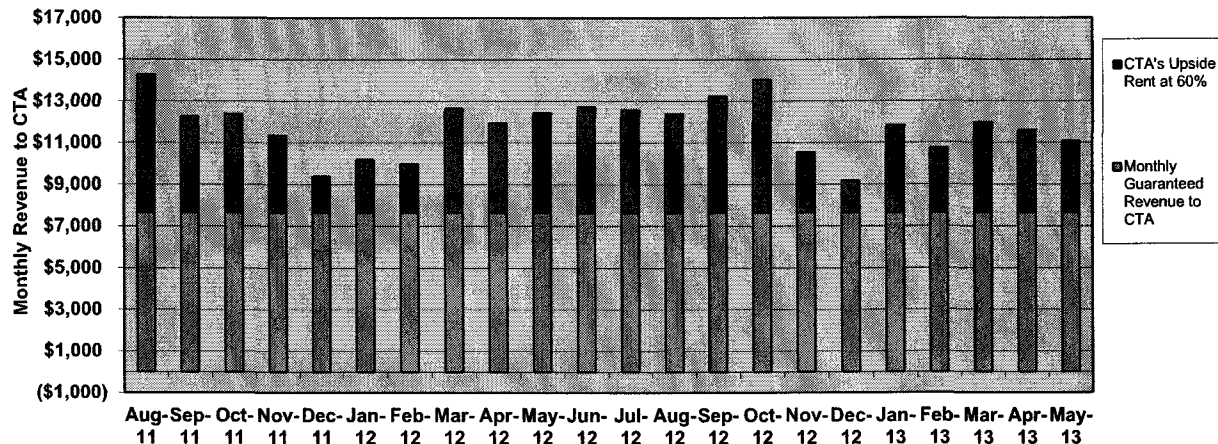




Forest Park / Harlem & Higgins Park & Ride Contract

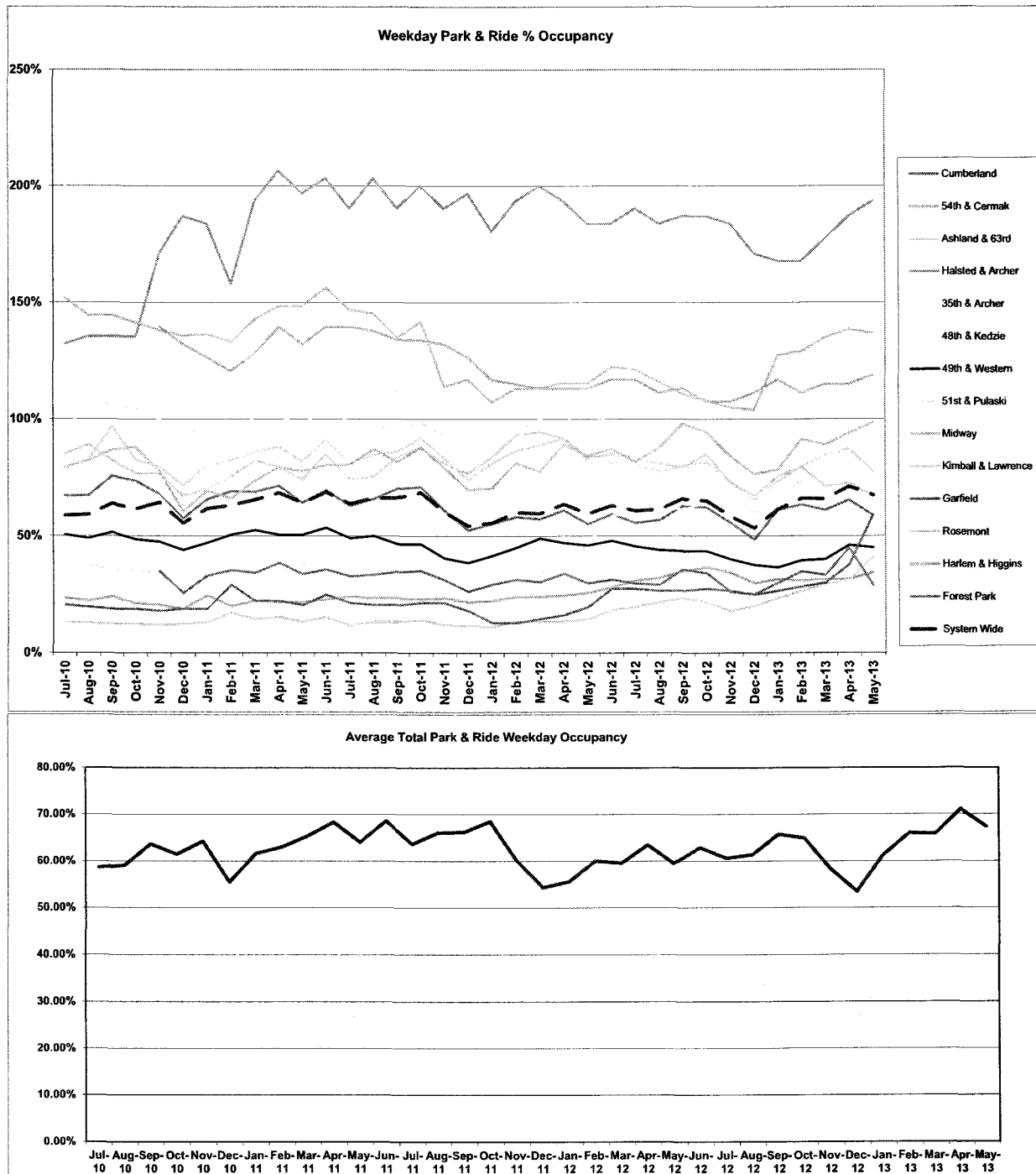
Months	Contract Month	Forest Park / Harlem & Higgins Net Revenue - Total	YTD Net Revenue	YTD Net Revenue Annualized	Annual Upside Threshold	Amount Over Threshold	Deannualized at 60%	% Rent Accrued
Aug-11	10	\$36,086	\$333,542	\$400,250	\$300,000	\$100,250	\$50,125	\$6,652
Sep-11	11	\$32,742	\$366,284	\$399,582	\$300,000	\$99,582	\$54,770	\$4,645
Oct-11	12	\$32,935	\$399,219	\$399,219	\$300,000	\$99,219	\$59,531	\$4,761
Nov-11	1	\$31,206	\$31,206	\$374,473	\$300,000	\$74,473	\$3,724	\$3,724
Dec-11	2	\$27,953	\$59,159	\$354,956	\$300,000	\$54,956	\$5,496	\$1,772
Jan-12	3	\$29,270	\$88,429	\$353,717	\$300,000	\$53,717	\$8,058	\$2,562
Feb-12	4	\$28,952	\$117,381	\$352,144	\$300,000	\$52,144	\$10,429	\$2,371
Mar-12	5	\$33,370	\$150,751	\$361,803	\$300,000	\$61,803	\$15,451	\$5,022
Apr-12	6	\$32,194	\$182,945	\$365,891	\$300,000	\$65,891	\$19,767	\$4,316
May-12	7	\$33,025	\$215,971	\$370,236	\$300,000	\$70,236	\$24,582	\$4,815
Jun-12	8	\$33,487	\$249,458	\$374,187	\$300,000	\$74,187	\$29,675	\$5,092
Jul-12	9	\$33,276	\$282,734	\$376,979	\$300,000	\$76,979	\$34,640	\$4,966
Aug-12	10	\$32,952	\$315,686	\$378,823	\$300,000	\$78,823	\$39,411	\$4,771
Sep-12	11	\$34,358	\$350,044	\$381,866	\$300,000	\$81,866	\$45,026	\$5,615
Oct-12	12	\$35,688	\$385,731	\$385,731	\$300,000	\$85,731	\$51,439	\$6,413
Nov-12	1	\$29,859	\$29,859	\$358,309	\$300,000	\$58,309	\$2,915	\$2,915
Dec-12	2	\$27,572	\$57,431	\$344,585	\$300,000	\$44,585	\$4,459	\$1,543
Jan-13	3	\$32,033	\$89,464	\$357,854	\$300,000	\$57,854	\$8,678	\$4,220
Feb-13	4	\$30,201	\$119,665	\$358,994	\$300,000	\$58,994	\$11,799	\$3,121
Mar-13	5	\$32,243	\$151,908	\$364,580	\$300,000	\$64,580	\$16,145	\$4,346
Apr-13	6	\$31,643	\$183,552	\$367,103	\$300,000	\$67,103	\$20,131	\$3,986
May-13	7	\$30,778	\$214,330	\$367,423	\$300,000	\$67,423	\$23,598	\$3,467

Guaranteed and Upside Revenue to CTA - Forest Park / Harlem & Higgins



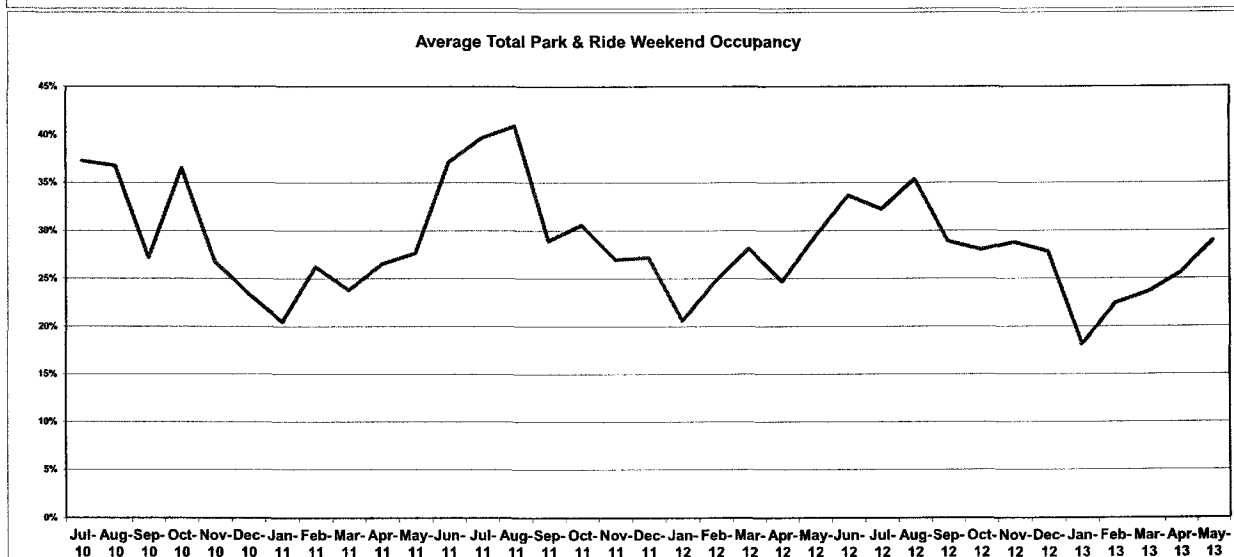
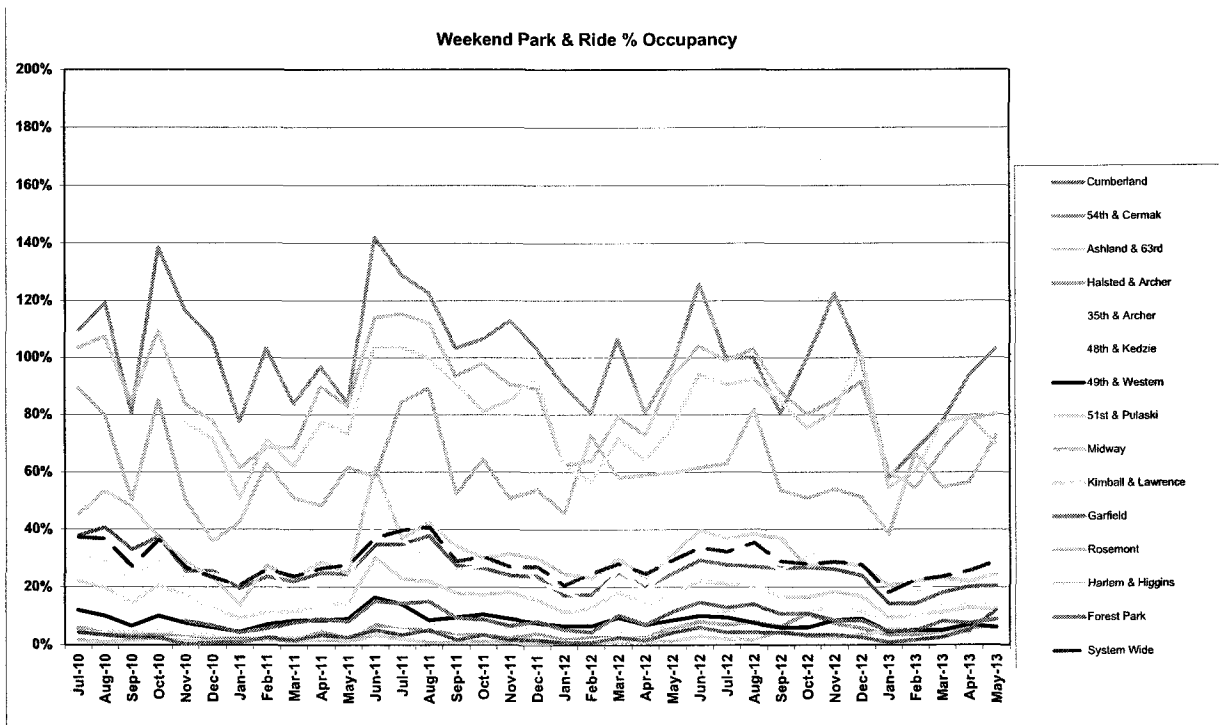


Appendix 2 – Weekday Park & Ride Occupancy Detail





Appendix 3 – Weekend Park & Ride Occupancy Detail

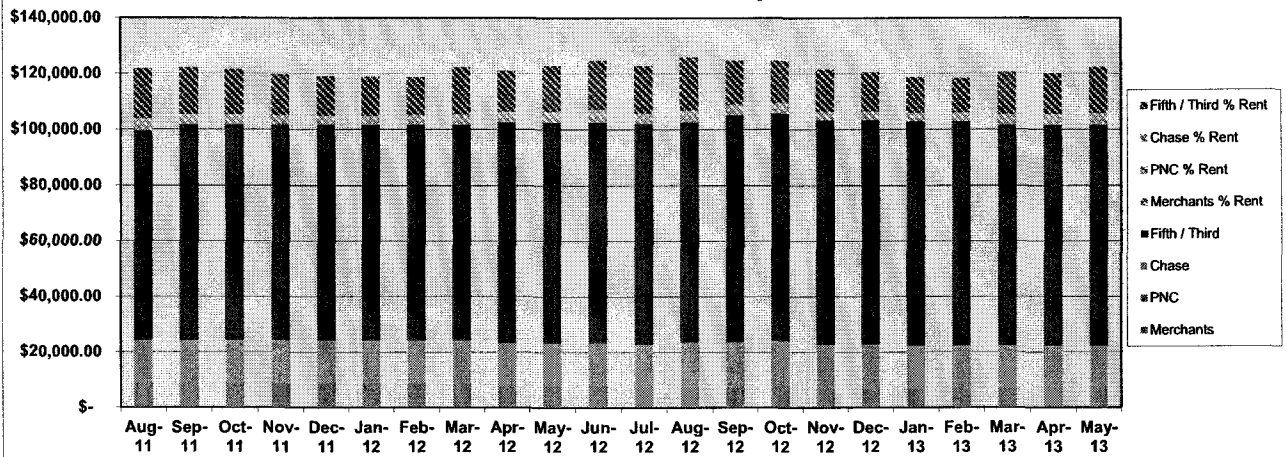




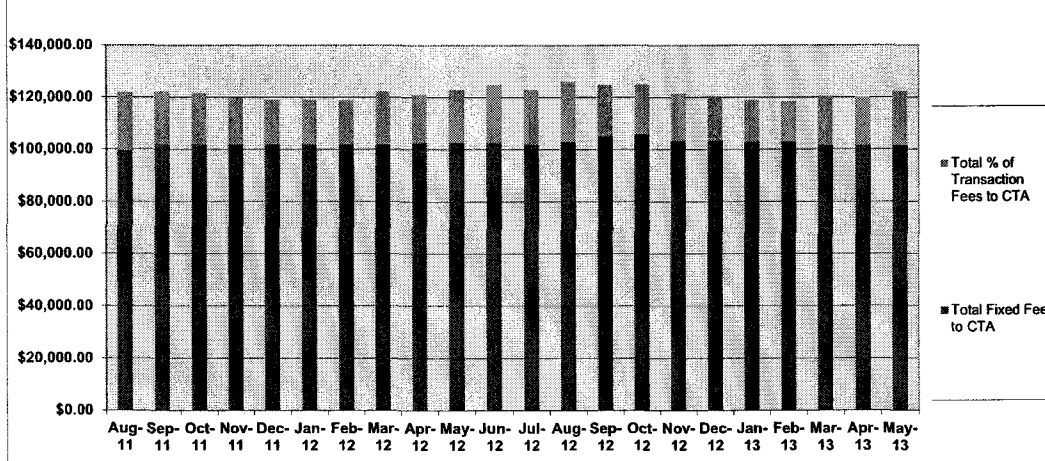
Appendix 4 – ATM Revenue

Month	Merchants	PNC	Chase	Fifth / Third	Total Fixed Fee to CTA	Merchants % Rent	PNC % Rent	Chase % Rent	Fifth / Third % Rent	Total % of Transaction Fees to CTA	Total Revenue to CTA
Aug-11	\$ 1,545.00	\$ 7,215.15	\$ 15,574.50	\$ 75,215.00	\$99,549.65	\$ 512.76	\$ 1,108.68	\$ 2,605.00	\$ 17,979.40	\$22,205.84	\$121,755.49
Sep-11	\$ 1,545.00	\$ 7,215.15	\$ 15,574.50	\$ 77,471.45	\$101,806.10	\$ 490.46	\$ 928.45	\$ 2,142.48	\$ 16,778.92	\$20,340.32	\$122,146.42
Oct-11	\$ 1,545.00	\$ 7,215.15	\$ 15,574.50	\$ 77,471.45	\$101,806.10	\$ 430.78	\$ 929.80	\$ 2,125.52	\$ 16,345.35	\$19,831.45	\$121,637.55
Nov-11	\$ 1,545.00	\$ 7,215.15	\$ 15,574.50	\$ 77,471.45	\$101,806.10	\$ 436.59	\$ 842.73	\$ 1,930.05	\$ 14,733.44	\$17,942.81	\$119,748.91
Dec-11	\$ 1,545.00	\$ 7,215.15	\$ 15,574.50	\$ 77,471.45	\$101,806.10	\$ 426.86	\$ 825.13	\$ 1,911.87	\$ 14,074.22	\$17,238.08	\$119,044.18
Jan-12	\$ 1,545.00	\$ 7,215.15	\$ 15,574.50	\$ 77,471.45	\$101,806.10	\$ 448.34	\$ 892.40	\$ 1,748.39	\$ 13,981.74	\$17,070.86	\$118,876.96
Feb-12	\$ 1,545.00	\$ 7,215.15	\$ 15,574.50	\$ 77,471.45	\$101,806.10	\$ 389.76	\$ 849.73	\$ 2,127.59	\$ 13,678.28	\$17,045.35	\$118,851.45
Mar-12	\$ 1,545.00	\$ 7,215.15	\$ 15,574.50	\$ 77,471.45	\$101,806.10	\$ 400.91	\$ 980.90	\$ 2,194.79	\$ 16,926.31	\$20,502.90	\$122,309.00
Apr-12	\$ 1,545.00	\$ 6,246.95	\$ 15,574.50	\$ 79,273.95	\$102,640.40	\$ 457.33	\$ 833.57	\$ 2,323.27	\$ 14,742.81	\$18,356.97	\$120,997.37
May-12	\$ 1,545.00	\$ 6,246.95	\$ 15,574.50	\$ 79,273.95	\$102,640.40	\$ 474.21	\$ 923.90	\$ 2,310.43	\$ 16,546.83	\$20,255.36	\$122,895.76
Jun-12	\$ 1,545.00	\$ 6,246.95	\$ 15,574.50	\$ 79,273.95	\$102,640.40	\$ 554.30	\$ 1,005.16	\$ 2,831.29	\$ 17,822.47	\$22,213.23	\$124,853.63
Jul-12	\$ 1,545.00	\$ 5,680.45	\$ 15,574.50	\$ 79,273.95	\$102,073.90	\$ 537.51	\$ 851.15	\$ 2,355.09	\$ 17,145.44	\$20,889.19	\$122,963.09
Aug-12	\$ 1,591.35	\$ 5,850.86	\$ 16,041.74	\$ 79,273.95	\$102,757.90	\$ 564.01	\$ 875.95	\$ 2,710.46	\$ 19,003.23	\$23,153.65	\$125,911.55
Sep-12	\$ 1,591.35	\$ 5,850.86	\$ 16,041.74	\$ 81,652.17	\$105,136.12	\$ 551.83	\$ 897.63	\$ 2,250.06	\$ 15,996.89	\$19,696.40	\$124,832.52
Oct-12	\$ 1,591.35	\$ 6,434.36	\$ 16,041.74	\$ 81,652.17	\$105,719.62	\$ 467.06	\$ 879.97	\$ 2,320.99	\$ 15,467.33	\$19,135.35	\$124,854.97
Nov-12	\$ 1,326.13	\$ 5,362.85	\$ 16,041.74	\$ 80,591.27	\$103,321.98	\$ 448.03	\$ 753.62	\$ 1,955.55	\$ 15,078.53	\$18,235.73	\$121,557.71
Dec-12	\$ 1,417.50	\$ 5,362.85	\$ 16,041.74	\$ 80,591.27	\$103,413.35	\$ 451.91	\$ 741.70	\$ 1,916.09	\$ 13,947.72	\$17,057.40	\$120,470.76
Jan-13	\$ 1,591.35	\$ 5,362.85	\$ 15,246.06	\$ 80,591.27	\$102,791.53	\$ 431.28	\$ 743.96	\$ 1,836.18	\$ 13,070.65	\$16,082.07	\$118,873.60
Feb-13	\$ 1,591.35	\$ 5,362.85	\$ 15,246.06	\$ 80,591.27	\$102,791.53	\$ 415.70	\$ 797.54	\$ 2,028.21	\$ 12,456.03	\$15,697.48	\$118,489.01
Mar-13	\$ 1,591.35	\$ 5,362.85	\$ 15,246.06	\$ 79,477.32	\$101,677.59	\$ 451.91	\$ 913.62	\$ 2,375.05	\$ 15,164.16	\$18,904.74	\$120,582.32
Apr-13	\$ 1,591.35	\$ 5,362.85	\$ 15,246.06	\$ 79,477.32	\$101,677.59	\$ 396.09	\$ 1,106.03	\$ 2,243.40	\$ 14,715.35	\$18,460.87	\$120,138.46
May-13	\$ 1,591.35	\$ 5,362.85	\$ 15,246.06	\$ 79,477.32	\$101,677.59	\$ 472.51	\$ 1,160.73	\$ 2,340.31	\$ 16,821.30	\$20,794.86	\$122,472.45
YTD Total	\$15,474.42	\$55,676.07	\$156,438.98	\$803,375.33	\$1,030,964.80	\$4,650.31	\$8,870.74	\$21,976.29	\$151,721.21	\$187,218.55	\$1,218,183.35
Yr 1 Total	\$18,000.00	\$72,806.05	\$146,600.00	\$728,127.72	\$965,533.77	\$5,395.06	\$8,035.21	\$18,429.58	\$154,277.39	\$186,137.24	\$1,151,671.01
Yr 2 Total	\$ 18,540.00	\$ 82,142.50	\$ 186,894.00	\$ 934,610.95	\$1,222,187.45	\$ 5,559.80	\$10,971.60	\$ 26,605.75	\$ 190,755.21	\$233,892.35	\$1,456,079.80

Overall ATM Revenue - Broken Out by Bank



Overall ATM Revenue - Fixed Fee and Transaction Revenue

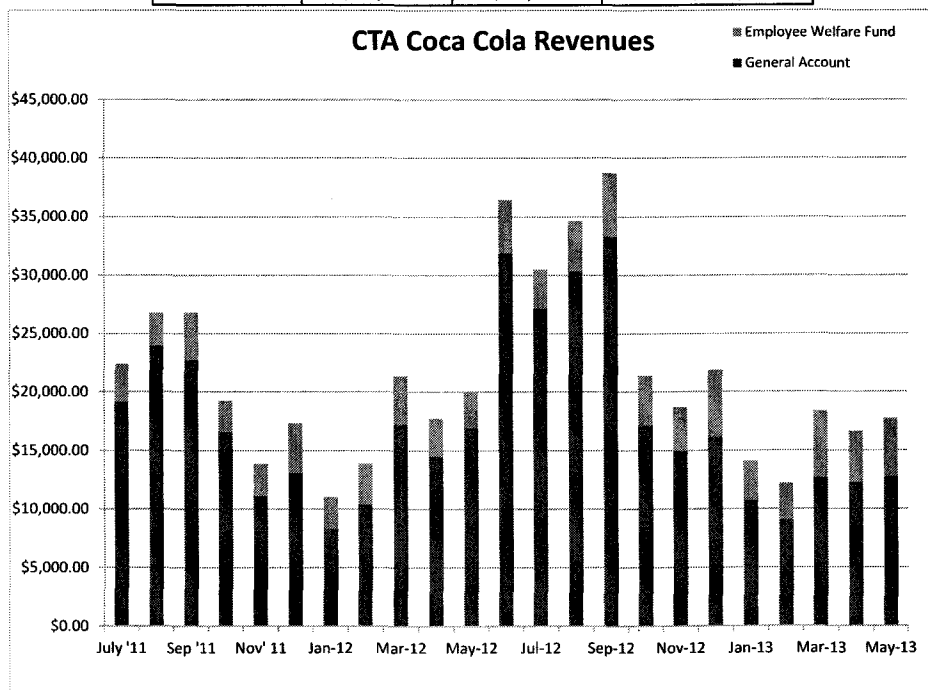


- JP Morgan Chase and JLL are resolving an issue with the reporting of the revenue sharing at Western (Brown).



Appendix 5 – Beverage Vending Revenue Detail

Monthly Coca Cola Commissions Paid to CTA			
Month	Employee Welfare Fund	General Account	Total Amount paid to CTA; EWF and General Account
Apr-12	\$3,228.33	\$14,497.12	\$17,725.45
May-12	\$3,002.07	\$16,938.21	\$19,940.28
Jun-12	\$4,509.73	\$31,912.68	\$36,422.41
Jul-12	\$3,330.88	\$27,183.13	\$30,514.01
Aug-12	\$4,294.53	\$30,341.42	\$34,635.95
Sep-12	\$5,456.55	\$33,251.35	\$38,707.90
Oct-12	\$4,230.90	\$17,150.27	\$21,381.17
Nov-12	\$3,724.53	\$14,969.04	\$18,693.57
Dec-12	\$5,768.39	\$16,120.76	\$21,889.15
Jan-13	\$3,375.67	\$10,739.83	\$14,115.50
Feb-13	\$3,125.82	\$9,065.90	\$12,191.72
Mar-13	\$5,689.74	\$12,666.75	\$18,356.49
Apr-13	\$4,357.73	\$12,269.21	\$16,626.94
May-13	\$4,996.16	\$12,734.80	\$17,730.96
Total Paid to CTA per Contract Year			
Contract Year	Employee Welfare Fund	General Account	Total Amount paid to CTA; EWF and General Account
YR 1 Close	\$28,256.23	\$235,412.86	\$263,669.09
YR 2 Close	\$39,712.66	\$176,997.39	\$216,710.05
YR 3 Close	\$45,422.84	\$231,400.17	\$276,823.01
YR 4 YTD	\$31,038.04	\$88,566.29	\$119,604.33

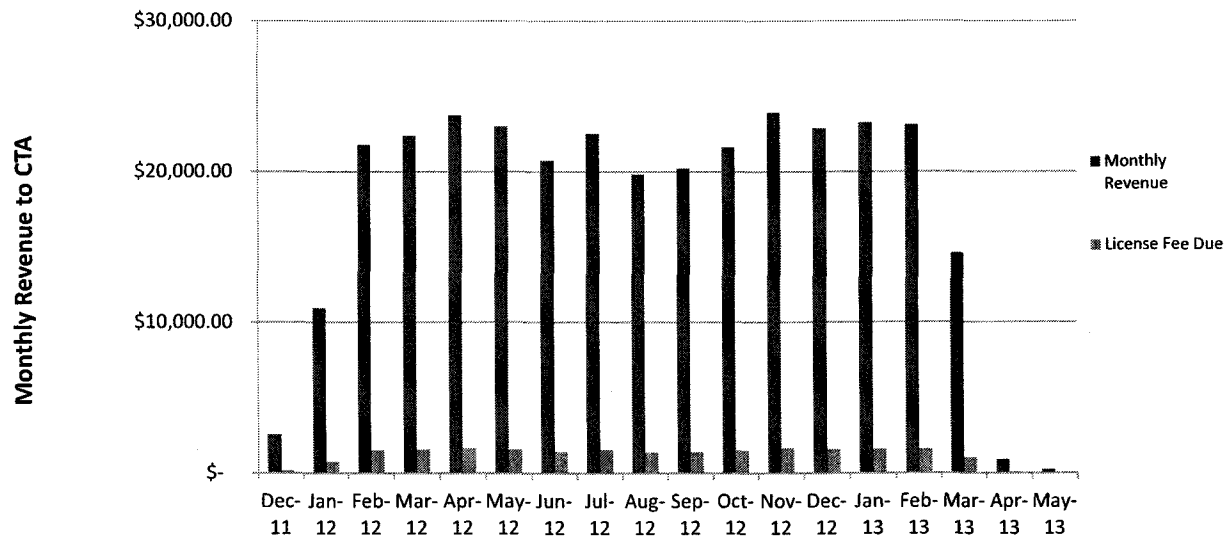




Appendix 6 – Specialty Vending

Monthly Redbox Commissions Paid to CTA

Month	Monthly Revenue	YTD Revenue	License Fee	License Fee Due	YTD License Fee
Dec-11	\$ 2,559.30	\$ 2,559.30	7%	\$ 179.15	\$ 179.15
Jan-12	\$ 10,928.23	\$ 13,487.53	7%	\$ 764.98	\$ 944.13
Feb-12	\$ 21,788.42	\$ 35,275.95	7%	\$ 1,525.19	\$ 2,290.17
Mar-12	\$ 22,386.95	\$ 57,662.90	7%	\$ 1,567.09	\$ 4,036.40
Apr-12	\$ 23,750.38	\$ 81,413.29	7%	\$ 1,662.53	\$ 5,698.93
May-12	\$ 22,994.38	\$ 104,407.67	7%	\$ 1,609.61	\$ 7,308.54
Jun-12	\$ 20,748.22	\$ 125,155.88	7%	\$ 1,452.38	\$ 8,760.91
Jul-12	\$ 22,557.10	\$ 147,712.98	7%	\$ 1,579.00	\$ 10,339.91
Aug-12	\$ 19,841.58	\$ 167,554.56	7%	\$ 1,388.91	\$ 11,728.82
Sep-12	\$ 20,205.05	\$ 187,759.61	7%	\$ 1,414.35	\$ 13,143.17
Oct-12	\$ 21,618.27	\$ 209,377.87	7%	\$ 1,513.28	\$ 14,656.45
Nov-12	\$ 23,920.57	\$ 233,298.44	7%	\$ 1,674.44	\$ 16,330.89
Dec-12	\$ 22,886.87	\$ 253,626.01	7%	\$ 1,602.08	\$ 17,753.82
Jan-13	\$ 23,257.53	\$ 23,257.53	7%	\$ 1,628.03	\$ 1,628.03
Feb-13	\$ 23,144.17	\$ 46,401.70	7%	\$ 1,620.09	\$ 3,248.12
Mar-13	\$ 14,601.26	\$ 61,002.96	7%	\$ 1,022.09	\$ 4,270.21
Apr-13	\$ 912.52	\$ 61,915.48	7%	\$ 63.88	\$ 4,334.08
May-13	\$ 220.72	\$ 62,136.19	7%	\$ 15.45	\$ 4,349.53



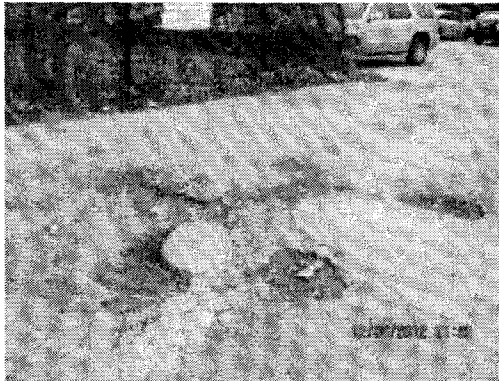


Appendix 7 – Facilities Management Issues

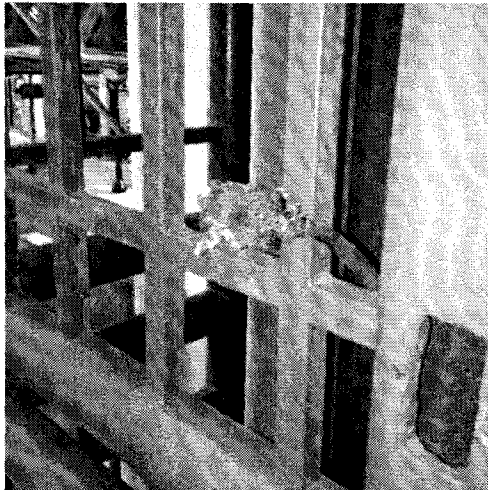
Photo #1 – Wilson (Red) – ATM is out of order and has graffiti.



Photo #2 – Pulaski (Orange) – Lot needs minor repairs.



Photos #3 – Library (Loop) – Chord needs repair.



CHICAGO TRANSIT AUTHORITY
Advertisement for Professional Services

NOTICE OF TIME EXTENSION

The due date for the subject RFP has been extended from Monday, September 23, 2013 to **Monday, September 30, 2013 at 3:30 p.m. Chicago time in the Bid Office, 2nd Floor, 567 W. Lake St., Chicago, IL 60661-1498 for the following item.**

Req. B130P03704

Request for Proposals (RFP) for Real Estate Services for Five Years from Date of Contract Execution.

Written questions regarding this RFP must be submitted in writing no later than Monday, September 16, 2013 at 5:00p.m., Chicago Time, via e-mail to: pmckenna@transitchicago.com. No further questions will be accepted after this time and date.

The contractor will be required to furnish certified copies of any and all Insurance Policies required in relation to this contract prior to CTA's execution.

Chicago Transit Authority hereby gives notice that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit responses to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

PLEASE NOTE: Where proposals are sent by mail, delivery service or delivered in-person to the CTA Bid Office, the bidders shall be responsible for their delivery only to the Bid Office before the advertised due date and hour for the proposals. The Bid Office hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. Chicago time, except holidays.

The right is reserved to accept any proposal or to reject any and all proposals.

All inquiries should be directed to and copies of the documents obtained from the Bid Office - 2nd Floor, 567 W. Lake, Chicago, Illinois 60661-1498.

CHICAGO TRANSIT AUTHORITY

By: Ellen McCormack
Vice President Purchasing

September 12, 2013



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

September 9, 2013

Subject: Requisition No. B13OP03704 - Request for Proposals (RFP) for Real Estate Services for Five Years from Date of Contract Execution.

Re: Time Extension and Written Questions

Dear Proposer:

The due date for the subject RFP has been extended from Monday, September 23, 2013 to **Monday, September 30, 2013 at 3:30 p.m. Chicago time**. Also, written questions regarding this RFP must be submitted in writing no later than **Monday, September 16, 2013 at 5:00 p.m. Chicago Time, via e-mail to: pmckenna@transitchicago.com**. No further questions will be accepted after this time and date.

The Chicago Transit Authority is seeking proposals for the subject project. Proposal packages are to be delivered to:

Chicago Transit Authority
Bid Office - 2nd Floor
567 W. Lake Street
Chicago, IL 60661-1498

Previous Due Date: Monday, September 23, 2013

New Due Date: Monday, September 30, 2013

Proposals must be received no later than 3:30 p.m. Chicago time

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office no later than the advertised date and hour. If the delivery of the proposal is delayed beyond the date and hour set, proposals thus delayed will not be considered and will be returned unopened. The Bid Office hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. Chicago time, except holidays.

The following documents should be submitted with the proposal:

**Five copies of the Technical Proposal; and
Five copies of the Price Proposal; and
Four copies of the DBE portion of the proposal.**

Your response should identify the requisition number, the name of the project, the name and address of your firm, a contact person and phone number on the cover page in each section.

Sincerely,

Robert Miller
General Manager, Purchasing

CHICAGO TRANSIT AUTHORITY
Advertisement for Professional Services

NOTICE OF TIME EXTENSION AND DOCUMENT INSPECTION ON SEPTEMBER 6, 2013

The due date for the subject RFP has been extended from Monday, September 9, 2013 to **Monday, September 23, 2013 at 3:30 p.m. Chicago time in the Bid Office, 2nd Floor, 567 W. Lake St., Chicago, IL 60661-1498 for the following item.**

Req. B130P03704

Request for Proposals (RFP) for Real Estate Services for Five Years from Date of Contract Execution.

Also, CTA's real estate documents will be available for inspection on Friday, September 6, 2013 at 12:00 p.m. Chicago Time. Interested proposers must be in CTA's lobby at 567 West Lake Street no later than Noon in order to be escorted up by CTA staff to the document room. Proposers must limit the number of attendees to no more than three individuals and email the names of the attendees to pmckenna@transitchicago.com no later than 5:00 p.m., Thursday, September 5, 2013.

The contractor will be required to furnish certified copies of any and all Insurance Policies required in relation to this contract prior to CTA's execution.

Chicago Transit Authority hereby gives notice that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit responses to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

PLEASE NOTE: Where proposals are sent by mail, delivery service or delivered in-person to the CTA Bid Office, the bidders shall be responsible for their delivery only to the Bid Office before the advertised due date and hour for the proposals. The Bid Office hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. Chicago time, except holidays.

The right is reserved to accept any proposal or to reject any and all proposals.

All inquiries should be directed to and copies of the documents obtained from the Bid Office - 2nd Floor, 567 W. Lake, Chicago, Illinois 60661-1498.

CHICAGO TRANSIT AUTHORITY

By: Ellen McCormack
Vice President Purchasing

August 30, 2013



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

August 28, 2013

Subject: Requisition No. B13OP03704 - Request for Proposals (RFP) for Real Estate Services for Five Years from Date of Contract Execution.

Re: Time Extension and Notice of Document Inspection on September 6, 2013

Dear Proposer:

The due date for the subject RFP has been extended from Monday, September 9, 2013 to **Monday, September 23, 2013 at 3:30 p.m. Chicago time**. Also, CTA's real estate documents will be available for inspection on **Friday, September 6, 2013 at 12:00 p.m. Chicago Time**. **Interested proposers must be in CTA's lobby at 567 West Lake Street no later than Noon in order to be escorted up by CTA staff to the document room.** Proposers must limit the number of attendees to no more than three individuals and e-mail the names of the attendees to pmckenna@transitchicago.com no later than 5:00 p.m., Thursday, September 5, 2013.

The Chicago Transit Authority is seeking proposals for the subject project. Proposal packages are to be delivered to:

Chicago Transit Authority
Bid Office - 2nd Floor
567 W. Lake Street
Chicago, IL 60661-1498

Previous Due Date: Monday, September 9, 2013

New Due Date: Monday, September 23, 2013

Proposals must be received no later than 3:30 p.m. Chicago time

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office no later than the advertised date and hour. If the delivery of the proposal is delayed beyond the date and hour set, proposals thus delayed will not be considered and will be returned unopened. The Bid Office hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. Chicago time, except holidays.

The following documents should be submitted with the proposal:

**Five copies of the Technical Proposal; and
Five copies of the Price Proposal; and
Four copies of the DBE portion of the proposal.**

Your response should identify the requisition number, the name of the project, the name and address of your firm, a contact person and phone number on the cover page in each section.

Sincerely,

Robert Miller
General Manager, Purchasing

CHICAGO TRANSIT AUTHORITY
Advertisement for Professional Services

Proposals will be received for the following by Chicago Transit Authority at the Bid Office - 2nd Floor, 567 W. Lake, Chicago, Illinois, 60661-1498, no later than 3:30 P.M. on Monday, September 9, 2013:

Req. B130P03704

Request for Proposals (RFP) for Real Estate Services
for Five Years from Date of Contract Execution.

Written questions regarding this RFP will be accepted
no later than 4:30 p.m., Monday, August 26, 2013. You
may send written questions to
pmckenna@transitchicago.com.

The contractor will be required to furnish certified copies of
any and all Insurance Policies required in relation to this
contract prior to CTA's execution.

Chicago Transit Authority hereby gives notice that it will
affirmatively ensure that in regard to any contract entered into
pursuant to this advertisement, Disadvantaged Business Enterprise
will be afforded full opportunity to submit responses to this
invitation and will not be discriminated against on the grounds
of race, color or national origin in consideration for an award.

PLEASE NOTE: Where proposals are sent by mail, delivery service
or delivered in-person to the CTA Bid Office, the bidders shall
be responsible for their delivery only to the Bid Office before
the advertised due date and hour for the proposals. The Bid
Office hours are Monday through Friday from 8:00 a.m. to 4:30
p.m. Chicago time, except holidays.

The right is reserved to accept any proposal or to reject any and
all proposals.

All inquiries should be directed to and copies of the documents
obtained from the Bid Office - 2nd Floor, 567 W. Lake, Chicago,
Illinois 60661-1498.

CHICAGO TRANSIT AUTHORITY

By: Ellen McCormack
Vice President
Purchasing

July 8, 2013



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

July 8, 2013

Subject: Requisition No. B13OP03704 - Request for Proposals (RFP) for Real Estate Services for Five Years from Date of Contract Execution.

Dear Proposer:

The Chicago Transit Authority is seeking proposals for the subject project. Proposal packages are to be delivered to:

Chicago Transit Authority
Bid Office - 2nd Floor
567 W. Lake Street
Chicago, IL 60661-1498

Due Date: Monday, September 9, 2013

Proposals must be received no later than 3:30 p.m. Chicago time

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office no later than the advertised date and hour. If the delivery of the proposal is delayed beyond the date and hour set, proposals thus delayed will not be considered and will be returned unopened. The Bid Office hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. Chicago time, except holidays.

The following documents should be submitted with the proposal:

**Five copies of the Technical Proposal; and
Five copies of the Price Proposal; and
Four copies of the DBE portion of the proposal.**

Your response should identify the requisition number, the name of the project, the name and address of your firm, a contact person and phone number on the cover page in each section.

Questions regarding this RFP must be submitted in writing no later than 4:30 p.m. Chicago time, August 26, 2013, via e-mail to: pmckenna@transitchicago.com. Questions will not be accepted after this time and date.

Sincerely,

Robert Miller
General Manager, Purchasing

cc: File



**Chicago Transit Authority
Request for Proposal (RFP)**

For

Real Estate Services for 5 Years from Date of Contract Execution

Requisition No. B13OP03407

Confidentiality and Non-Disclosure: Firms requiring assistance shall only contact Patrick McKenna, Senior Procurement Administrator at (312) 681-2458. Firms, including all team sub-consultants, who contact any other CTA personnel, either verbally or in writing, concerning this solicitation package, are in violation of the procedures for this procurement and any submitted proposals may be disqualified. Prime consultants are required to sign and submit the "RFP Non-Disclosure Statement Contractor" (Appendix G) with the proposal and to require all sub-consultants to submit signed copies of the "RFP Non-Disclosure Statement Sub-Contractor" (Appendix G) with the proposal.

ISSUED BY

**Purchasing Department, Chicago Transit Authority
567 W. Lake Street, Chicago, IL 60661
Ellen McCormack, Vice President, Purchasing & Supply Chain
Forrest Claypool, President
Terry Peterson, Chairman**

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I. CTA BACKGROUND INFORMATION

The Chicago Transit Authority (CTA) operates the nation's second largest public transportation system. On an average weekday, 1.6 million rides are taken on CTA. The CTA is a regional transit system that serves 35 suburbs, in addition to the City of Chicago, and provides 83 percent of the public transit trips in the six-county Chicago metropolitan area either with direct service or connecting service to Metra and Pace. CTA has 1,781 buses that operate over 129 routes and 1,959 route miles. Buses make about 19,709 trips a day and serve 11,493 posted bus stops. On the rapid transit system, CTA's 1,200 rail cars operate over eight routes and 224.1 miles of track. CTA trains make about 2,145 trips each day and serve 145 stations. Chicago is one of the few cities in the world that has rail service to two major airports. CTA's Blue Line 'L' can take customers to O'Hare International Airport. Orange Line trains, which operate clockwise on the Loop 'L' structure, travel to Midway Airport. CTA also provides around-the-clock service on certain routes. During late night and early morning hours, major rail lines and some of CTA's bus routes offer "Night Owl" service, much of it with connecting schedules and routing.

Additional information about the CTA and its services are available at www.transitchicago.com

II. INTRODUCTION

The CTA is involved in a variety of non-fare box revenue generating contracts. In addition to providing revenue to the Authority, these contracts also support transit operations and deliver amenities to CTA customers. The CTA is also involved in land acquisition, leasing, and the disposition of surplus properties. The CTA is seeking a real estate services company ("Consultant") to provide brokerage services and otherwise assist with these transactional responsibilities. Compensation will be on a commission basis. Percentages used for the commission calculations will be commensurate with the standards and practices that are common to the industry. The brokerage services will be for retail concession leases, office or industrial leases, and land transactions.

The Consultant will provide technical guidance, support in drafting procurement documents, and other professional services in relation to any other non-fare box revenue sources as requested. Brokerage and consulting services will be assigned on a task order basis for individual projects as needed.

In addition, the CTA often requires title reports, surveys, appraisals, or other due diligence for specific land transactions. The CTA expects that the Consultant will have the ability to subcontract for these services and provide quality control of the documents and the information contained therein.

The CTA expects the Consultant to develop a reporting system that will both (1) track the ongoing revenues and (2) project the future revenues generated from CTA real estate assets.

The CTA also possesses an extensive collection of historic real estate documents that include original deeds, plats, and easements related to CTA properties. These documents are currently stored in a secure location at CTA Headquarters. The files will be available for inspection during the procurement period. The CTA expects the Consultant to design and implement a transition from paper documents to an electronic media platform. Some of these documents are fragile and will require extreme care in handling for scanning. The transition program must also include a naming

and sorting convention that allows documents to be efficiently entered and retrieved based on key fields of information like address, PIN number, facility type, or any other designations as required to make the information conveniently and dynamically accessible. The proposed system should use readily available software so that the information can be easily accessed and utilized by a wide variety of end-user CTA Departments and also so that hosting and maintenance of the system may be taken over by CTA at the end of the contract term.

The objective of this RFP is to retain a Consultant that shall deliver the following Assignments: 1) brokerage services for CTA leases, 2) assistance with transaction negotiations as requested, 3) prepared reports of revenue derived from CTA's real estate and other non-fare box assets, and 4) a comprehensive electronic document management system for CTA real estate records.

The CTA reserves the right to award this contract in whole or in part. CTA may decide to separate the independent Assignments in order to award each on an individual basis. However, CTA is not required to select the highest scoring proposer for each discrete Assignment on an individual basis and reserves the right to award the entire contract to the highest overall scoring proposer.

The specific services for each assignment are detailed below.

III. SCOPE OF SERVICES

Assignment 1

For the term of the agreement, the Consultant shall provide staff with the capabilities and licensure for the following activities:

- a. Review and evaluate existing retail concession leases and develop a strategic 5-year leasing plan.
- b. Provide recommendations for each retail concession location to enhance (1) its marketability/value and (2) the CTA customer experience.
- c. Prepare marketing materials for CTA retail concession locations which includes demographics, market rate rental information, ridership data, and any other significant information related to the real estate market that is deemed appropriate and necessary for attracting tenants.
- d. Create and execute both a traditional as well as an on-line marketing strategy to reach both national chains and local businesses that are well-suited to operate on transit property.
- e. Evaluate potential tenants based on established criteria and prepare a recommendation for CTA staff that can be presented to the Chicago Transit Board for approval.
- f. Coordinate tenant build-out approvals and permitting processes.
- g. Manage the relationship between tenants and appropriate CTA staff in order to efficiently and effectively address issues related to tenant and CTA operations that arise.
- h. Provide lease administration services including escalation notifications for rent increases, renewal and termination dates, etc.
- i. Provide marketing and brokerage services for office or industrial leases at other CTA locations as assigned, including 567 W. Lake St., 901 W. Division St., and 120 N. Racine Ave.

Assignment 2

- a. Provide real estate advice and brokerage services for the acquisition of real estate as requested.
- b. Provide marketing and brokerage services for the disposition of surplus CTA property.

- c. Provide, through subcontracted services, surveys, appraisals, titles or other real estate services as requested.
- d. Provide consulting and professional services (including technical guidance, support in drafting procurement documents, feasibility and market studies, or other analysis) in relation to any other non-fare box revenue sources, as requested.
- e. Provide consulting and professional services (including technical guidance, support in drafting procurement documents, feasibility and market studies, or other analysis) to support transit oriented development opportunities, as requested.

Assignment 3

- a. Develop and prepare a consolidated monthly report that both details and summarizes the revenue generated from CTA's real estate and other non-fare box assets.
- b. Reporting shall include annual projections based on existing activities.
- c. Identify activities or trends that may affect revenue projections.
- d. Prepare a comprehensive annual report of real estate activities and other non-fare box generated revenues for CTA management.

Assignment 4

- a. Evaluate the current real estate document management system.
- b. Recommend a systematic conversion from the existing paper files to an electronic document storage platform.
- c. Provide, through a subcontractor if necessary, a simple system for sorting and recalling CTA real estate documents based on address, PIN number, bent number or other geographical information.
- d. Implement, through a subcontractor if necessary, an electronic document storage system for the sorting and retrieving of all CTA real estate documents.

IV. PROPOSAL SUBMITTAL REQUIREMENTS - A complete proposal must consist of the following:

Responses shall be submitted on standard 8 ½ x 11 letter-sized paper, bound on long side. The use of expensive papers and binding is discouraged, as all proposals become the property of the CTA and no materials will be returned.

Issuance of this RFP does not commit CTA to pay any cost incurred in the preparation of this response. Further, CTA reserves the right to reject any or all responses, or portions thereof, to extend the time for submission of responses, without further discussion or negotiation.

The proposal is to consist of three parts, to be bound and submitted in separate, clearly marked envelopes:

Part I - Technical Proposal (5 copies)

Cover Letter

The cover letter must contain a commitment to provide the services described in this RFP. The cover letter must include the name and signature of a representative of the Proposer who is authorized to negotiate a contract with the CTA.

Project Approach

The proposal shall clearly describe the services the Proposer can provide. The RFP describes, in general terms, the CTA's expectations and program deliverables. The Proposer must elaborate on these in a manner that reflects an understanding of the project and demonstrates an expertise and ability to perform all elements of the Scope of Services. This means that the proposal should detail all tasks necessary to fulfill the Scope of Services.

Proposer Qualifications and Experience

Proposers shall describe the qualifications and experience of its organization. The Proposer shall provide the following:

An organizational chart and resumes of the proposed key personnel as well as information showing the management structure necessary to complete the described Scope of Services.

Demonstrate the Proposer's key personnel have experience providing real estate advisory services as identified in the Scope of Work. The ideal key personnel will each have more than 10 years experience in their respective area of expertise.

A list of three recent corporate or municipal projects of similar scope and magnitude. Proposers must include a brief description of each corporate and municipal client, beginning and end dates of services, and current reference information (including name, position, address, and telephone number) for each client. Information should indicate any actual or pending defaults, lawsuits, claims, judgments.

Proposers should provide the following information:

- Primary Contact Name
- Contact Information
- Address
- Primary Contact Responsibility and Authority
- Location of the Office(s) that will provide the proposed services
- Parent Company, Subsidiaries and Subcontractors
- A description of how CTA's account will be handled if the primary contact is not available.

Financial Stability

Proposers should provide audited Financial Statements for the most recent fiscal year.

Table of Exceptions

If the Proposer takes any exceptions to any of the requirements of this RFP or any appendices, attachments, or exhibits to the RFP, the Proposer must identify these in a Table of Exceptions (Appendix J). The table must list each specific exception or item of non-conformance by: 1) page, 2) section, 3) specific language, term, or requirement, 4) specific nature of the exception or non-conformance, and 5) the proposed language or other change being requested. Failure to claim any item of exception or non-conformance in the Proposal will preclude a Proposer from raising such

exception or non-conformance thereafter. Listing of an exception does not commit the CTA to grant the exception as some items are non-negotiable.

Part II - Disadvantaged Business Involvement (4 copies)

Describe Proposer's policy and approach to utilization of disadvantaged firms in order to comply with Appendix B – Special Conditions DBE Requirements.

Provide a transmittal letter signed by an official of your firm that contains a commitment to meet the percentage of the DBE requirements established by CTA. Responses are to include a list of proposed firms to fulfill the DBE requirements as well as any other sub-consultants. Responses shall identify the percentage of participation of each identified DBE firm. All proposed DBE firms must be certified by the Illinois Unified Certification Program (IL UCP).

This section is to be separately sealed from Technical and Price Proposals.

Part III - Price Proposal (5 copies)

Submit under separate cover the proposer's rate structure. A final award decision will be based on a cost/benefit analysis by CTA, taking price and the technical evaluation into account.

V. EVALUATION AND SELECTION PROCESS

All proposals will be evaluated by the CTA, which reserves the right to make an award, multiple awards, or choose not to make an award to any proposer, on the basis of greatest benefit to the CTA. The evaluation will be based primarily on the written proposal. However, the CTA may also require oral presentations by those proposers in the competitive range. All responses will be evaluated by one or more evaluation committee(s). Following the evaluation process the CTA may select proposers in the competitive range for negotiations.

The CTA reserves the right to reject any or all proposals or parts thereof as it deems necessary for any reason. In addition, the CTA reserves the right to make an award to the responsive, responsible proposer whose offer best conforms to the requirements of this solicitation and is most advantageous to the CTA.

In reviewing and evaluating the responses to this RFP, the CTA will consider the following factors. The first criterion is most important. Criteria two through four are of equal importance.

1. The Proposing firm's ability to provide the requirements listed in Section III, Scope of Services; and
2. Firm's or Teams experience; and
3. Key personnel experience; and
4. Price Proposal.

The CTA retains the right to require additional information including revised pricing information from any proposer, and to determine the veracity of the information in the proposal. A proposal found to be based on inaccurate or misrepresented information may be dismissed from further consideration. Firms in the competitive range and in contention for negotiations or award of the contract may be required to make oral presentations. Failure of a firm to report for an oral presentation will be cause for dismissal of the proposal from further consideration. **However, the CTA is not required to hear a presentation from any proposer and reserves the right to issue a contract based on the initial proposal submitted without providing any firm an opportunity for oral presentations or negotiations.**

After determining which proposers are in the competitive range, the CTA may conduct negotiations with those proposers to discuss any deficiencies in their proposal and to ensure that the proposers fully understand all the requirements of this RFP and have, or can obtain, the required equipment, personnel, materials, insurance, software, hardware, or services. Should negotiations occur, the CTA may issue, to those proposers remaining in the competitive range, an invitation to submit a **Best and Final Offer (BAFO)**. The BAFO will reflect the proposer's final cost/price proposal to the CTA based on all the clarifications to the proposed Scope of Work included in the oral presentation and/or negotiations.

As a final step in evaluation process, and following receipt of any and all additional materials requested, CTA may determine a relative ranking of Proposers based on an all- inclusive evaluation.

APPENDIX A

MODEL CONTRACT – NOT FOR EXECUTION

**PROFESSIONAL SERVICES
CONTRACT DOCUMENT**

for the

CHICAGO TRANSIT AUTHORITY

CTA PROFESSIONAL SERVICES CONTRACT PART A

Contract Number:
Contract \$ Value:

This Contract is made and entered into as of the _____, day of _____ 20____ by and between _____, a corporation/partnership/company having its principal place of business at _____ (hereinafter referred to as the "Consultant"), and Chicago Transit Authority, a political sub-division, body politic and separate municipal corporation having its principal place of business at 567 West Lake Street, Chicago, Illinois 60661-1498 (hereinafter referred to as the "Authority").

WHEREAS, the Authority requires certain professional services as hereinafter defined; and

WHEREAS, the Consultant represents and warrants that it is ready, willing, and able to perform such professional services in accordance with the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

PART A, ARTICLE 1. RECITALS AND DEFINITIONS

1.1 Incorporation of Recitals.

The above recitals are hereby expressly incorporated herein and made a part of this Contract.

1.2 Definitions.

Except as otherwise specified, the abbreviations and definitions applicable to this Contract are provided in PART B, Article 1.

PART A, ARTICLE 2. SCOPE OF SERVICES

2.1 Services and Deliverables.

The Authority hereby retains Consultant to provide the Scope of Services described in PART C, Exhibit 1. The Consultant will perform all tasks, responsibilities and submittals identified in the Scope of Services in a satisfactory form and manner, as reasonably determined by the Project Manager.

When the Scope of Services of this Contract requires the Consultant to prepare Deliverables, the Consultant understands that such items must receive the Authority's review and approval prior to usage and payment thereof. Partial or incomplete Deliverables may be provided to the Authority only when required for a specific and well-defined purpose and when consented to in advance by the Authority. In no event will partial or incomplete Deliverables be considered as satisfying the specific submittal requirements set forth

herein. The delivery of Partial or incomplete Deliverables to the Authority will in no way relieve the Consultant of its schedule or cost commitments hereunder.

Because the Scope of Services is not intended to cover every detail of the Services and Deliverables, the Consultant will furnish all labor, materials, equipment, and incidentals as well as all additional, collateral, and incidental work, as required and necessary to complete the Scope of Services, whether or not these details are specified in this Contract, all at no additional cost to the Authority.

In the event the Consultant fails to comply with the standards specified in the Contract, the Consultant will perform again, at its own expense, any and all of the Scope of Services, which were directly or indirectly affected by such failure. Notwithstanding any review, approval, acceptance, or payment for any or all of the Scope of Services by the Authority, the Consultant will be and remain responsible for the professional and technical accuracy of the full Scope of Services required under this Contract. This provision will in no way be considered as limiting the rights of the Authority against the Consultant either under this Contract, in law, or in equity.

2.2 Delivery Schedule.

All Scope of Services must be delivered in a timely manner consistent with the established time requirements set forth in PART C, Exhibit 1.3 of this Contract, Project Schedule/Contract Time.

2.3 Site.

The Location(s) for delivery of the Scope of Services under this Contract are as identified in PART C, Exhibit 1.1.

2.4 Meetings.

The Consultant will meet with the Authority's representatives via teleconference, videoconference, or in person, on a regular basis throughout the term of the Contract, to inform the Project Manager of the status of performance, including without limitation, resolved and unresolved issues, schedules, costs, recommendations and any other appropriate items.

The Consultant will further meet with representatives of the Authority and other interested parties as may be required in connection with the provision of the Scope of Services hereunder. The Consultant will be responsible for the preparation of minutes documenting the Consultant's understanding of all such meetings. Copies of such minutes will be distributed by the Consultant to interested parties in accordance with directions of the Project Manager.

2.5 Progress Reports. [DELETE IF NOT APPLICABLE]

The Consultant will prepare written progress reports on a basis, or as otherwise required by the Project Manager, ("Reporting Period") throughout the term of the Contract. All reports will be submitted by the Consultant to the Authority within days after the close of the Reporting Period. Included within each written report will be the following:

1. Summary of the Scope of Services provided within the Reporting Period.
2. Scope of Services planned for the next Reporting Period.
3. Problems encountered, solutions proposed and assistance required.
4. Status of the budget indicating the amount invoiced to date, the amount remaining, and a discussion of problems anticipated completing the Scope of Services on budget.

2.6 Term.

The term of this Contract will commence as of date on which both parties have executed this Contract and continue for a period of (the "Term"). The Consultant will commence its performance of the Scope of Services under the Contract as of the first day of the Term hereof unless the Authority notifies the Consultant that it elects to issue a Notice-to-Proceed, in which case the Consultant will commence its performance on the date set forth in the Notice-to-Proceed and Consultant must complete its performance by the last day of the Term (the "Contract Time").

PART A, ARTICLE 3. FEES AND PAYMENT SCHEDULE

3.1 Consultant's Fee.

The Consultant will be entitled to receive for satisfactory performance of the Scope of Services the fee set forth below and as described in more detail in PART C, Exhibit 2:

F Fixed Price/Lump Sum.

As compensation for Services to be performed and Deliverables to be provided by the Consultant during the Term, the Authority will pay the Consultant the fixed price(s), as specified in PART C, Exhibit 2; provided such fixed price(s) shall not in aggregate exceed \$. The Authority will have no liability for any expenses or costs incurred by the Consultant in providing the full Scope of Services. Payments made by the Authority under the Contract are not intended, and must not be construed as acceptance of defective Scope of Services, or as condoning any omission from the Scope of Services.

F

3.2 Invoices.

Invoices from the Consultant will be marked, prepared in duplicate, consecutively numbered, include a reference to this Contract name and the number assigned thereto by the Authority, and will be forwarded to the Authority at the following address.

Chicago Transit Authority
567 W. Lake Street
Chicago, Illinois 60661-1498
Attn: Quality Assurance Manager

Additionally, Consultant will provide a copy of the invoice to the Project Manager at the address set forth in PART A, Article 4.

Upon the Authority's request, Consultant will meet with the Authority to discuss the format and/or content of invoices submitted under this Contract. Consultant will ensure that Consultant's invoices meet the Authority's requirements, which may be changed from time to time.

3.3 Most Favored Customer.

The Consultant will treat the Authority as the Consultant's most favored customer. The Consultant represents that the prices for the Scope of Services furnished to the Authority under this Contract and all of the terms of this Contract are not less favorable than the prices and terms offered to any of the Consultant's other customers under similar quantities, terms and conditions. If the Consultant offers to any customer lower prices or more favorable terms than are offered to the Authority under this Contract for similar Scope of Services, the Consultant agrees to notify the Authority in writing and concurrently extend such prices, and terms to the Authority, and this Contract, at the Authority's option, will be deemed amended to provide such more favorable prices and terms to the Authority. Any amounts charged to the Authority in excess of prices charged by the Consultant to any other customer for similar Scope of Services will promptly be refunded or credited to the Authority by the Consultant.

3.4 Option to Withhold Payment of Fees.

After payment of 85 percent of the Consultant's Fees, the Project Manager may withhold further payment in an amount that the Project Manager considers necessary to protect the Authority's interest. This reserve will not exceed 15 percent of the total Contract Price. The Project Manager will release all Consultant's Fees withheld under this Contract once the Authority has accepted all Scope of Services.

PART A, ARTICLE 4. CONSULTANT PERSONNEL

4.1 Key Personnel.

The Consultant will, immediately upon execution of this Contract, assign and maintain a staff of competent personnel who are fully equipped, available as needed, licensed as appropriate, and qualified to perform the Scope of Services required by this Contract. Consultant's Key Personnel under the Contract will be the persons and/or positions as set forth as such in PART C, Exhibit 3. The Consultant agrees not to reassign or replace any Key Personnel assigned to the performance of this Contract until such time as the Scope of Services is satisfactorily completed unless such reassignment or replacement would not materially affect the quality or progress of the Scope of Services; provided further that all replacement personnel shall be equally or better qualified than the originally assigned Key Personnel as determined by the Authority. Consultant must request, in writing, the consent of the Authority for each such proposed reassignment or replacement and such reassignment or replacement shall only be permitted if it is agreed to in writing by the General Manager, Purchasing. The Authority also reserves the right to reject any personnel from the Consultant for any reason, in which case Consultant shall immediately remove such rejected personnel from performing under this Contract and assign appropriate replacement personnel as described above.

4.2 Consultant's Manager.

The Consultant will assign a Manager for the Contract, qualified to act in a liaison capacity, and to be available at all times, on matters pertinent to the Scope of Services. The name and address for Consultant's Manager assigned to this Contract is as set forth in PART C, Exhibit 3.

4.3 Authority's Project Manager.

The name and address of the Authority's representative assigned to act as Project Manager for the Authority is as set forth in PART C, Exhibit 3.

PART A, ARTICLE 5. SPECIAL CONDITIONS – INSURANCE, DBE AND OTHER REQUIREMENTS

5.1 Disadvantaged Business Enterprise Commitment.

Consultant will comply with all requirements set forth in PART C, Exhibit 7, and the Disadvantaged Business Enterprise Commitment included in the Authority's Request for Proposals, in PART C, Exhibit 5.

5.2 Insurance.

The Consultant will take out and maintain, during the entire Term of this Contract, insurance that meets with the requirements, if any, set forth in the attached in PART C, Exhibit 8. Consultant shall submit to the Authority proof of insurances meeting the standards set forth in PART C, Exhibit 8.

5.3 Other Special Conditions.

Consultant will comply with all other Special Conditions, if any, set forth in PART C, Exhibit 7.

PART A, ARTICLE 6. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

6.1 Documents Incorporated by Reference.

The Consultant understands and agrees that the documents listed in PART A, Section 6.2, copies of which are attached hereto and marked, are hereby incorporated in and made a part of this Contract by this reference as though they were set forth herein at length.

6.2 Order of Precedence.

In case of any conflict or inconsistency that cannot otherwise be resolved, the governing order of precedence of the component parts of the Contract is as follows:

1. Executed Change Orders to the Contract.
2. Professional Services Contract, and any Special Conditions in PART A, Article 5 and PART C, including without limitation Contractor's DBE Proposal and Insurance Certificate.
3. PART C, Exhibits 1 (Scope of Services), 2 (Payment Schedule), and 3 (Consultant's Key Personnel and Authority Project Manager).
4. General Conditions in PART B.
5. Consultant's Best and Final Offer, attached as PART C, Exhibit 4.
6. The Authority's Request for Proposals and any addenda thereto, and the Authority's Insurance Requirements attached as PART C, Exhibit 5, and Exhibit 8, respectively.
7. Consultant's Technical and Price Proposals, attached as PART C, Exhibit 6.
8. Consultant's Completed Certifications, attached as PART C, Exhibit 6.
9. Supplemental Materials, if any, attached as PART C, Exhibit 9.

All Change Orders executed will be a part of the Contract and will take precedence over any other part of the Contract wherever they conflict therewith. A Change Order more recently executed will take precedence over any prior Change Order wherever it conflicts therewith.

PART A, ARTICLE 7. ENTIRE AGREEMENT AND EXECUTION

7.1 Entire Contract.

This Contract, including all documents that are expressly incorporated into the Contract, constitutes the entire agreement between the Consultant and the Authority with regard to its subject matter, and no other oral or written understandings, representations, inducements, consideration, promises, or interpretations are part of the Contract. This Contract may not be modified or altered except by written instrument executed by a duly authorized representative of each party.

7.2 Authority to Execute Contract.

Execution of this Contract by the Consultant is authorized and signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Contract, including each and every representation and certification contained herein,

attached hereto, and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If the Consultant is a corporation, the president or vice-president must sign the Contract. In the event that the Contract is executed by someone other than the president or vice president, a certified copy of the section of the corporate by-laws or resolution of the corporation that permits the person to execute the Contract for the corporation must be furnished by Consultant prior to execution by the Authority.

If the Consultant is a partnership or a joint venture, all partners or participants in the joint venture must sign all copies of the Contract unless one partner or joint venture participant is authorized to sign for the partnership or joint venture, in which case evidence of such authority, satisfactory to the General Manager, Purchasing, must be submitted by the Consultant prior to execution by the Authority.

If the Consultant is a sole proprietor, the sole proprietor must sign all copies of the Contract. If other than a sole proprietorship, the Consultant must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

A partnership, joint venture, or sole proprietor operating under an assumed name must be registered with the Illinois County in which it is located, as provided in the Assumed Business Name Act, 805 ILCS 405 et seq., as amended.

7.3 Illinois Criminal Code Certification.

Further, the undersigned Consultant, being duly sworn, deposes and states on oath that the undersigned has not entered into any agreement with any other proposer or prospective proposer or with any other person, firm or corporation relating to the price or prices named within the undersigned's proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from proposing, nor any agreement or arrangement for any act or omission in restraint of free competition among proposers, and has not disclosed to any person, firm or corporation the terms of the undersigned's proposal or the price or prices named herein.

As required by Section 33E-11 of the Illinois Criminal Code of 1961, as amended (the "Act"), the undersigned certifies that the Consultant or any agent, partner, employee, or officer of the Consultant is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of either bid-rigging in violation of Section 3 of Article 33E or bid-rotating in violation of Section 4 of Article 33E of the Act or any similar offenses of any state or the United States that contain the same elements as the offenses of bid-rigging or bid-rotating.

7.4 Participation by Other Agencies

Other local government agencies may negotiate their own agreements with the Consultant based on other terms and conditions in this Agreement. Other agencies will issue their own contracts directly to the Consultant. Participation by other agencies shall have no adverse effect on the Authority. The Authority will not be responsible for any obligation due from any other agency to the Consultant. The Authority will have no liability for the acts or omissions of any other agency.

Contract No.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Contract in triplicate on the day and year first above written.

CONSULTANT

CHICAGO TRANSIT AUTHORITY

By: _____
(Signature)

By: _____
(Signature)

Name

Title

Vice President, Purchasing & Warehousing

Dated: _____

[If a corporation and signed by any person other than the president or vice-president, a certified copy of the resolution or by-law authorizing such person to sign must be attached to this Contract. Refer to PART A, Section 7.2 for additional instructions and requirements.]

State of _____

County of _____

Signed and sworn before me by the signatory whose name appears above on this:

_____ day of _____, 20____.
(day) (month) (year)

My Commission expires:

(Signature of Notary Public)

Authorized by Ordinance No.: _____
of the Chicago Transit Board

Assistant Secretary

Approved as to form and legality for the sole benefit of the Authority. Subject to proper authorization and execution thereof.

Attorney

**PART B: GENERAL CONDITIONS
FOR PROFESSIONAL SERVICES CONTRACT
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CTA PROFESSIONAL SERVICES CONTRACT

PART B

PART B, ARTICLE 1. ABBREVIATIONS AND DEFINITIONS

CFR. Code of Federal Regulations

DOT. Department of Transportation

EPA. Environmental Protection Agency

FTA. Federal Transit Administration

RFP. Request for Proposal

U.S. United States

USC. United States Code

Addendum. The written or graphic documents issued prior to the submission of proposals that clarify, correct, or change the Authority's Request for Proposals. Each Addendum is uniquely numbered. The plural form, Addenda, refers to all uniquely numbered Addendum.

Authority. The Chicago Transit Authority, an Illinois municipal corporation. Also referred to as CTA.

Change Order. A written order to the Consultant issued by the Authority in accordance with the Contract. A fully executed Change Order must be approved by the Authority's Board, where required, and have the signatures of all required parties. Also referred to as an Amendment.

Changed Services. A material change (either an increase or decrease) in the quality, quantity, or programmatic requirements of the Scope of Services specified in the Contract as determined by the Authority. Changed Services do not include those items that are reasonably inferable from the Contract as being necessary for the proper, timely, and orderly completion of the specified Services and Deliverables as set forth in the Scope of Services and other requirements of the Contract.

Consultant. The individual, partnership, firm, corporation, joint venture, or other entity identified in the Contract. Also referred to as Contractor.

Consultant's Expenses. Those expenses incurred by the Consultant and its Subconsultants related to the performance of the Scope of Services, including without limitation, telephone charges, copying charges, travel expenses, computer usage charges, and the like. Except to the extent that the Contract expressly provides otherwise, all Consultant's Expenses will be borne by the Consultant as part of the Contract Price.

Contract. The several writings that evidence the Contract, including the Professional Services Contract in Part A and any Change Order thereto, these General Conditions (Part B) any Special Conditions in Part C and all Exhibits in Part C, attached or referred to by any of the foregoing, and other documents, if any, made a part of the Contract.

Contract Price. The maximum amount payable by the Authority to the Consultant for completion of the Scope of Services according to the Contract.

Contract Time. The Period of Time allowed for completion of the Scope of Services as provided in the Contract. The Contract Time may also include progress or milestone deadlines as specified in a Payment or Project Schedule attached to and incorporated in the Contract in PART C, Exhibit 1 of the Contract.

Day, day, Days or days. Calendar day or days. A day contains 24 hours, begins at midnight, and includes every day shown on the calendar including all days Monday through Friday, and all Saturdays, Sundays, and all Holidays on which the Authority's central offices are closed.

Deliverables. All submittals required to be delivered by the Consultant to the Authority in connection with the Scope of Services, including materials, documents, drawings, magnetic media and reports, and all underlying information, data research, and statistics as either expressly noted in the Contract or as may be required from time to time by the Authority.

General Manager, Purchasing. The Authority's General Manager, Purchasing, or his/her authorized representative.

Notice. A written communication between the Authority and the Consultant, either of which may be the originator, that provides information or gives direction related to the Contract.

Notice-to-Proceed. If provided, the written notice issued by the Authority to the Consultant authorizing the Consultant to begin providing the Scope of Services on a certain date. If provided, the Notice-to-Proceed date is the first day of Contract Time.

Payment Schedule. A contractual timetable defining when the Scope of Services procured under this Contract will be delivered to the Authority and when payment of Contractor's Fees will be made, as specified in PART C, Exhibit 2.

Project Manager. The Authority's representative designated to provide general contract administration and oversight duties under the Contract, or his/her designee or successor. The Project Manager's responsibilities do not include responsibilities specifically reserved for the General Manager, Purchasing exclusively.

Regulation. Any law, ordinance, statute, or lawful order issued by authorities having jurisdiction over the Scope of Services or parties to this Contract.

Requests for Proposal. The Authority's solicitation for the Scope of Services which are the subject of this Contract, including all Addenda thereto.

Services. The professional services to be provided under the Contract by the Consultant for which special qualification, training, licensing, or certification may be a prerequisite.

Scope of Services. Services and Deliverables required to be performed and provided by the Consultant and described in this Contract.

Subconsultant. An individual, firm, partnership, corporation, or business entity other than an employee of the Consultant that contracts with the Consultant to furnish the Scope of Services under this Contract. The word "Subconsultant" is referred to as if singular in number and means each Subconsultant and any authorized representative of each Subconsultant.

Subcontract. A contract between Consultant and a Subconsultant.

Working Day. A Working Day is a Calendar Day, exclusive of Saturdays, Sundays, or Holidays on which the Authority's central offices are closed.

PART B, ARTICLE 2. GENERAL

2.1 Contract Interpretation.

Any headings of this Contract are for convenience of reference only and do not define or limit the terms or provisions. Words importing persons will include firms, associations, partnerships, trusts, corporations, joint ventures, and other legal entities, including public bodies, as well as natural persons. Words of gender will be deemed and construed to include correlative words of other genders. Words importing the singular number will include the plural and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements, addenda, and Amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this Contract. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Contract.

2.2 Severability.

If any provision of this Contract is held or deemed inoperative or unenforceable because it conflicts with any other provision or provisions hereof, or any Regulation, constitution, public policy, or any other reason, the circumstances will not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provision herein contained invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Contract will not affect the remaining portions of this Contract or any part thereof.

2.3 No Waiver of Legal Right.

Neither the acceptance by the Authority, or any representative of the Authority, nor any payment for, or acceptance of, the whole or any part of the Scope of Services, nor any extension of time, nor any possession taken by the Authority, will operate as a waiver by the Authority of any portion of the Contract, or of any power herein reserved, or any right of the Authority to damages herein provided. A waiver of any breach of the Contract will not be held to be a waiver of any other or subsequent breach. The Authority may only waive its rights in a writing executed by the General Manager, Purchasing.

Whenever, under this Contract, the Authority by a proper power waives the Consultant's performance in any respect, or waives a requirement or condition to either the Authority's or the Consultant's performance, the waiver so granted, will only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the breach of the performance, requirement, or condition. No such waiver will be construed as a modification of this Contract; regardless of the number of times the Authority may have waived the performance, requirement, or condition.

2.4 Counterparts.

This Contract may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

2.5 Assigns.

Subject to PART B, Articles 12.1 and 12.2, all of the terms and conditions of this Contract will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

2.6 Co-operation by Parties.

The parties hereby agree to use their best efforts and good faith in the performance of this Contract and to co-operate with each other in the completion of the Scope of Services hereunder. The Consultant further agrees to implement such measures as may be necessary to ensure that its employees, agents and representatives and its Subconsultants will be bound by all applicable provisions of this Contract.

2.7 No Third Party Beneficiaries.

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for Subconsultants or other third parties.

2.8 Independent Consultant.

The Consultant will perform the Scope of Services under this Contract as an independent consultant, and nothing herein is intended or will be construed to create any partnership, agency, or joint venture relationship between the Authority and the Consultant or any Subconsultant. Neither the Consultant nor its Subconsultants, or the employees or agents of any of them, will be deemed for any purpose to be employees of the Authority. The Consultant will be solely responsible for the withholding or payment of all applicable Federal, State, and local personal income taxes, social security taxes, unemployment and sickness disability insurance, and other payroll taxes with respect to the Consultant's employees.

2.9 Consents and Approvals.

Unless otherwise expressly stated herein, any consents and approvals to be given by the Authority will be made in writing by the Project Manager.

2.10 Notices.

All notices under this Contract must be in writing, delivered personally, by U. S. mail, first class and registered or certified, return receipt requested, with postage prepaid or by overnight delivery service and addressed to the Consultant, as provided in PART A, Article 4.2 of the Contract, or to the Authority at the following address: Chicago Transit Authority, P.O. Box 7560, Chicago, Illinois 60680-7560, Attention: General Manager, Purchasing with a copy to: The Authority's Project Manager at the address set forth in PART A, Article 4.3.

Notices delivered by the U.S. mail will be deemed effective 3 days after mailing in accordance with this Section. Notices delivered personally or by overnight delivery services will be deemed effective upon delivery. The addresses stated herein may be revised without need for Change Order of this Contract, provided written notification is given in accordance with this provision.

PART B, ARTICLE 3. PROFESSIONAL STANDARDS AND CORRECTIONS

3.1 Standard of Performance.

The Consultant will perform the full Scope of Services required under the terms and conditions of this Contract with the degree of skill, care, and diligence normally exercised by professionals performing similar types of services in projects of a scope and magnitude comparable to Scope of Services described herein. The Consultant must at all times act in the best interest of the Authority, consistent with the professional and fiduciary obligations assumed by it in entering into this Contract. The Consultant must perform the full Scope of Services under this Contract in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the Authority.

All Services to be performed or Deliverables to be prepared by the Consultant which require the exercise of professional skills or judgment, must be accomplished by professionals holding all training, education, certificates, and licenses required to practice in the applicable professional discipline(s) in the State of Illinois.

3.2 Errors and Omissions.

The Consultant will be responsible for the professional quality, technical accuracy, and coordination of all Scope of Services under this Contract. The Consultant will be liable for the Authority's costs resulting from errors or deficiencies in the Scope of Services furnished under this Contract. If at any point the Authority determines that the Consultant is reasonably liable for any error or deficiency, the General Manager, Purchasing will notify the Consultant in writing of the liability. Within 30 days of said

notification, the Consultant will remit the amount of the liability to the Authority or notify the Authority of its disagreement. Any disagreement must be resolved pursuant to PART B, Article 7.

3.3 Correction of Services.

The Consultant will promptly correct or re-perform all Scope of Services identified by the Authority as failing to conform to the Contract requirements at no additional expense to the Authority. If the Consultant fails or refuses to correct or re-execute the Scope of Services identified as failing to conform to Contract requirements, the Authority may correct or re-execute with similar Scope of Services and charge the Consultant for any cost to the Authority or make an equitable adjustment to the Contract Price.

Neither final payment nor any provision in the Contract will relieve the Consultant of responsibility for deficiencies in Scope of Services and, unless otherwise specified in the Contract, the Consultant must remedy any such deficiencies at no additional expense to the Authority. All questions arising under this Section 3.3 shall be decided by the General Manager, Purchasing subject to PART B, Article 7.

PART B, ARTICLE 4. PAYMENTS

4.1 Payment.

The Consultant must submit appropriate invoices to the Authority on forms furnished or approved by the Authority. The invoice will only be for Scope of Services completed during the invoice period including all Subconsultants' fees. Unless specified otherwise in PART C, Exhibit 2, Payment Schedule or PART C, Exhibit 7, Special Conditions, payment will be made net 30 days after approval of submitted invoice.

Payment will be made on the basis of invoices and supporting documentation, approved by the Authority. Unless expressly provided in PART A, Article 3, neither Consultant nor any Subconsultant will be entitled to reimbursement of costs or expenses.

At the time the Consultant reaches 80% of the value of the Contract Price, it will submit to the Project Manager along with the invoice a "detailed progress report" and a statement whether the Scope of Service will be completed for the full Contract Price.

4.2 Criteria for Payment.

1. Progress Payments. Upon receipt of an invoice from the Consultant, the Authority will pay the Consultant the applicable fee for the Scope of Services deemed satisfactorily performed. A progress payment, or partial or entire use of the Scope of Services by the Authority, will not constitute acceptance of the Scope of Services. Acceptance can only occur at Contract completion.
2. Final Payment. Final payment will be made by the Authority only after the Scope of Services has been accepted and the Consultant has furnished the Authority all warranties required under the Contract. The acceptance of final payment by the Consultant will operate as, and will be, a release to the Authority, its employees, and agents from all claims or liability under this Contract, for anything done or furnished or relating to the Scope of Services under this Contract, or for any act or neglect of the Authority relating to or connected with this Contract. Final payment will not, however, relieve the Consultant and its Subconsultants from the requirements of this Contract.

4.3 Prompt Payment to Subconsultants.

1. The Consultant is required to pay all Subconsultants, for all work that the Subconsultant has satisfactorily completed, no later than 5 working days after the Consultant has received payment from the Authority.
2. In addition, all retainage amounts, if any, must be paid by the Consultant to the Subconsultant no later than 14 working days after the Subconsultant has satisfactorily completed its portion of the

Scope of Services whether or not the Authority has paid the Consultant for that portion of the Scope of Services.

3. A delay in or postponement of payment to the Subconsultant by Consultant requires good cause and prior written approval of the General Manager, Purchasing.
4. The Consultant is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
5. The Authority will not pay the Consultant for Services performed or Deliverables submitted unless and until the Consultant certifies that the Subconsultants have been promptly paid for the work or Services they have performed under all previous payment requests, as evidenced by the filing with the Authority of lien waivers, canceled checks, and the Consultant's sworn statement that it has complied with the prompt payment requirements.
6. Failure to comply with prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to Consultant debarment.

4.4 Overpayment.

If, at any point, the Authority determines that the Consultant has been overpaid, the General Manager, Purchasing will provide written notice to the Consultant of the overpayment. The Consultant must remit the amount of overpayment to the Authority within 30 days of said notification or notify the Authority of its disagreement. Any disagreement will be resolved pursuant to the Disputes provision in PART B, Article 7.

4.5 Taxes.

Federal Excise Tax does not apply to materials purchased for the Authority by virtue of Exemption Certificate No. 36-73-0234K. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers' Occupational Tax do not apply to materials or services purchased by the Authority by virtue of Chapter 70 Illinois Compiled Statutes Section 3605, 33 as amended. These taxes must not be included in any of the prices quoted in the Consultant's Proposal. The Authority's Illinois Tax Exemption Identification number is E9978-2987-04.

4.6 Disputed Invoices or Charges.

In the event of a dispute between the Consultant and the Authority as to whether any particular invoice or charge will be paid, or as to whether the amount of such charge is reasonable, allocable, or allowable under this Contract, the Authority and the Consultant will, jointly or individually, refer such dispute to the General Manager, Purchasing for resolution in accordance with PART B, Article 7.

4.7 Payment for Changes.

Any revisions to the Contract Price made necessary by Changed Services will be made in accordance with PART B, Article 5.

PART B, ARTICLE 5. CHANGES IN THE SERVICES OR DELIVERABLES

5.1 Right to Change Services.

The Authority may at any time or from time to time, order additions, deletions, or revisions to the Scope of Services ("Changed Services"). If the Consultant does not have written authorization from the Authority to proceed with Changed Services, as specified in PART B, Section 5.3 or 5.4, then the Consultant will not be compensated for any Changed Services.

All Changed Services must be executed under applicable Conditions of the Contract. It is agreed by the Consultant that any Change resulting in Changed Services will be paid at the applicable rates set forth in the compensation provisions of this Contract for equivalent items as determined by the General Manager, Purchasing or as otherwise agreed to by the parties and set forth in the terms of the Change Order.

In the event of a decrease in the Scope of Services, the Authority will not pay for lost or anticipated profits resulting from partial or complete deletions of the Scope of Services and an equitable decrease of the Contract Price and Delivery Schedule will be made to reflect the terms of the Change Order as determined by the Authority.

5.2 Proposed Changes in Service.

The process for Changed Services is as follows. The Project Manager will request the Consultant to submit a proposal for Changed Services. The Consultant shall submit a proposal within fourteen (14) days after receipt of the Project Manager's request or such shorter time as the Project Manager may set forth in the request for Changed Services.

In the alternative, if the Consultant chooses to propose Changed Services, the Consultant must submit notice of such request to the Authority for its prior written approval. The Authority may choose to request Consultant to submit a Proposal within a specified time period after receiving Consultant's notice.

The Consultant's proposal shall set forth any changes to the Contract Price or the Contract Time required, in the opinion of the Consultant, to perform the Changed Services. The Authority may or may not choose to authorize the Consultant to perform the Changed Services as identified in the Proposal.

5.3 Proceed Orders and Change Orders.

1. **Proceed Order** - If the Authority orders Changed Services, and the Consultant and the Authority agree on an adjustment, if any, to the Contract Price and/or Contract Time, the Authority will issue a Proceed Order or Change Order. The General Manager, Purchasing's agreement as to a price or time adjustment is subject to final approval as required by the Authority's ordinances, regulations, and rules. The General Manager, Purchasing may issue a Proceed Order to direct the Consultant to proceed with the Changed Services for which the Consultant and the General Manager, Purchasing propose in writing a price and time adjustment, if applicable. Proceed Orders will not entitle the Consultant to compensation or an adjustment to the Contract Time until the Proceed Order is incorporated into a Change Order(s).
2. **Change Order** - The Authority may issue a Change Order as authorization for the Changed Services and/or for payment or time extension, or both. The Authority may also issue a Change Order to modify the terms of the Contract. A Change Order may include future Scope of Services to be performed under the Contract or Scope of Services performed in accordance with previously authorized Proceed Orders. The Consultant cannot be compensated for any Scope of Services authorized through a Proceed Order until a Change Order is executed.

5.4 Directive Order.

If the Authority orders Changed Services, and the Consultant and the Authority have not agreed on an adjustment to the Contract Price and/or Contract Time, the General Manager, Purchasing will issue a Directive Order directing Consultant to perform the Changed Services. The General Manager, Purchasing, may determine an adjustment to Contract Price and/or Contract Time for the Changed Services. The decision of the General Manager, Purchasing, will be final and binding, subject only to PART B, Article 7, Disputes. The Consultant shall perform the Changed Services as directed in the Directive Order. The Consultant's refusal or failure to proceed promptly with the Changed Services as directed shall constitute an event of default.

5.5 Claims by Consultant.

1. All claims made by Consultant under this Contract shall be made in accordance with the requirements stated below. The Consultant shall provide immediate oral notification to the Project

Manager upon discovering any conditions or circumstances that may require an adjustment to the Contract Price and/or Contract Time. Upon notification, the Project Manager will attempt to resolve the identified issue as promptly as possible. The Consultant shall deliver written notice of such Claim to the Project Manager and the General Manager, Purchasing within fourteen (14) days of oral notice. All additional correspondence from the Consultant concerning the Claim must be sent to both the Project Manager and the General Manager, Purchasing. The written notice shall include the following information:

- a. Documents to substantiate Consultant's proposed cost for Changed Services. The Consultant's proposed cost for Changed Services must meet the limitations and requirements set forth in PART B, Section 5.1.
 - b. Accounting records and statements and any other applicable documentation to support the claimed costs.
 - c. Data and information used to assemble the Proposal, if Proposal preparation is relevant to the disputed issue.
 - d. Each Claim shall include a sworn certification signed by the Consultant. The Consultant must certify that it has fully reviewed the Claim and has determined that the supporting data is current, accurate, and complete and, to the best of the Consultant's knowledge and belief, the amount requested reflects the Contract adjustment for which the Consultant believes the Authority to be responsible under the terms of the Contract. In addition, the certification must include a statement that the signatory is authorized to certify the Claim on behalf of the Consultant and must be signed by the Consultant's president, vice-president, or other officer who is authorized to bind the Consultant.
2. The Project Manager or the General Manager, Purchasing will respond to the Claim in writing within thirty (30) days of receipt. The response will be either a determination of the Claim or a determination that additional time or documentation is needed to evaluate the Claim. If the Project Manager or General Manager, Purchasing determines that additional documentation is required to evaluate the Claim, he or she will advise the Consultant of claimed costs for which insufficient documentation has been provided to support the claimed costs, and will state the time for providing additional documentation. If the Project Manager or General Manager, Purchasing requires additional time to evaluate the Claim, the Consultant will be advised in writing of the additional time that will be required. Failure to provide any of the required information may result in denial of the Claim. The determination of the Claim will be sent to the Consultant in writing by the General Manager, Purchasing. If the determination of the Claim requires an adjustment to Contract Price or Contract Time, a Change Order must be issued in accordance with PART B, Section 5.3 before that change becomes effective.
 3. If the Consultant accepts the Authority's determination of the Claim, then the Claim will be handled in accordance with PART B, Section 5.3. If the Consultant does not accept the decision with respect to the Claim, then the Consultant may submit a dispute to the General Manager, Purchasing in accordance with PART B, Article 7, within thirty (30) days after receipt of the response to the Claim unless the General Manager, Purchasing extends the time, in writing. By failing to meet the time limits specified in this PART B, Section 5.5, the Consultant waives the right to seek an adjustment to Contract Price or Contract Time. The Consultant's compliance with this process is a condition precedent to filing suit.
 4. The Consultant further understands and agrees that, regardless of any case law decision to the contrary, the notice requirements of this PART B, Section 5.5, shall not be subject to or diminished by any claim on the part of the Consultant that the Authority or any person acting on behalf of the Authority, directed the Consultant to make changes in the Scope of Services or had actual or constructive knowledge of any changes in the Scope of Services. The Consultant further acknowledges that the time requirements and notice content requirements of this Section have the purpose, among others, of allowing the Project Manager and the General Manager, Purchasing, to

evaluate claims related to changes in the Scope of Services contemporaneously with the Scope of Services that is the subject of the Claim and to be able to make decisions that may mitigate the cost of such changes.

PART B, ARTICLE 6. ACCESS AND RECORDS

6.1 Right of Entry.

1. Both the Consultant and the Authority will, upon reasonable notice, permit access to the other's facilities in connection with the performance under the Contract. Each party agrees to remove any of its representatives from the other's premises immediately upon request. Each party's representatives will, while on the premises of the other, comply with all of the other party's security and facility rules and regulations. Consent granted by the Authority to enter a facility will not create, nor be deemed to imply the creation of any additional responsibilities on the part of the Authority.
2. The Consultant will, while on the premises of the Authority, comply with all of the Authority's security, safety, and facility rules and regulations, including completing all required training. During any visit to the Authority's facilities, the Consultant will not interfere with the Authority's business operations.

6.2 Audit, Inspection, and Retention of Records.

The Consultant agrees to cooperate with the authorized representatives of the Authority including but not limited to, the State Office of the Executive Inspector General and auditors, the U.S. Department of Transportation, the Comptroller General of the United States, and the State of Illinois, who may inspect and audit all data and records of the Consultant relating to the Consultant's performance and its Subcontracts under this Contract from date of this Contract through and until the expiration of 5 years after termination of this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the Consultant agrees to maintain the same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

The Consultant must maintain its books, records, documents, and other evidence, and adopt accounting procedures and practices sufficient to properly reflect all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the performance of the Contract for 5 years after the final payment made in connection with this Contract. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

No provision in this Contract granting the Authority a right of access to records and documents is intended to impair, limit, or affect any right of access to such records and documents that the Authority would have had in the absence of such provisions.

6.3 Obligation to Comply with Illinois State Officials and Employees' Ethics Act

Consultant agrees to comply with all of the requirements of the Illinois State Officials and Employees' Ethics Act, 5 ILCS 430/1-1 et seq ("Ethics Act"), as it may be amended from time to time, the provisions of which are incorporated into this Agreement to the same force and effect as if set forth in full herein. As required by the Ethics Act, as amended, the Consultant agrees to cooperate fully and expeditiously with the State Office of the Executive Inspector General in all investigations. This obligation applies to all officers, directors, agents, partners, and employees of Consultant.

Consultant agrees to insert this provision in any subcontracts that it awards. Consultant agrees to provide all documents, data, files, and other information and access to all witnesses and locations as specified by the State Office of the Executive Inspector General in accordance with the Ethics Act, as amended.

PART B, ARTICLE 7. DISPUTES

7.1 Disputes.

Any dispute concerning an adjustment to Contract Price or Contract Time or concerning other matters, which under the terms of the Contract are to be resolved pursuant to this Article 7, that is not resolved by the execution of a Change Order by both the Authority and the Consultant will be decided by the General Manager, Purchasing. In addition, Consultant may initiate the dispute process by sending a Notice of Dispute to the General Manager, Purchasing. The General Manager, Purchasing will reduce the decision to writing and send a copy of it by certified mail, return receipt requested, to the Consultant. The decision of the General Manager, Purchasing will be final and binding on the Consultant unless, within 30 days after receipt of a copy of a decision, the Consultant sends by certified mail, return receipt requested, a written appeal to the Authority's Vice President, Purchasing and Warehousing. In connection with such an appeal, the Consultant will have an opportunity to be heard and to offer evidence in support of its appeal. The decision of the Vice President, Purchasing and Warehousing will be final and binding on the Consultant unless the Consultant files an action to challenge the decision in a court of competent jurisdiction in Chicago, Illinois and the court determines the decision to be arbitrary and capricious or obtained by fraud. If the Consultant does not commence such an action for judicial review within 60 days after the Consultant receives a copy of the decision of the Vice President, Purchasing and Warehousing, the Consultant waives all right to seek judicial review. Nothing in this Section relieves the Consultant from diligently proceeding with performance of the Scope of Services under the Contract, as directed by the Authority.

PART B, ARTICLE 8. EVENTS OF DEFAULT AND TERMINATION

8.1 Termination for Cause and Notice of Default.

1. If the Consultant fails to perform any of its obligations under the Contract, the General Manager, Purchasing, may immediately terminate this Contract by issuing a notice of termination for cause to Consultant.
2. If the Consultant fails to perform any of its obligations under the Contract, the General Manager, Purchasing may also, at his or her sole discretion, notify the Consultant, in writing, that the Consultant is in default and provide the Consultant a cure period of up to 14 days. If the default cannot be cured within the cure period and the Consultant requests additional time to cure, the General Manager, Purchasing may extend the cure period in writing. If the Consultant fails to cure within the cure period (or if extended, the extended cure period), the General Manager, Purchasing may terminate the Contract by sending a notice of termination for default.
3. Termination of the Contract under this PART B, Section 8.1 will be effective upon the delivery of the written notice of termination. The General Manager, Purchasing's declaration and issuance of a notice of termination will be final.

8.2 Authority's Remedies upon Default.

Upon issuance of a notice of default to the Consultant, the Authority may invoke any or all of the following remedies, in addition to any other remedies available under the Contract, at law or in equity, or otherwise:

1. The right to stop payment to the Consultant.
2. The right to terminate the Contract.
3. The right to collect monetary damages, including but not limited to, all expert witness or other consultant fees, court costs, and reasonable attorney's fees that the Authority may incur in

connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, an event of default.

4. The right to deem the Consultant non-responsible in future contracts to be awarded by the Authority.

8.3 Authority's Remedies upon Termination.

Upon termination of the Contract, the Authority may invoke any or all of the remedies set forth in PART B, Section 8.2 and the following remedies:

1. In the event of a termination for cause, the Authority may hire a new consultant to complete the Scope of Services and the Consultant will be liable for all additional costs and changes incurred by the Authority because of the termination, including the excess cost of completing the Scope of Services. If the costs of completing the Scope of Services and the amounts paid to the Consultant by the Authority as part of the Contract Price exceeds the Contract Price (the "Additional Costs"), the Consultant will be liable for the Additional Costs and will pay such sum to the Authority immediately upon demand. In the event of termination, all Additional Costs incurred by the Authority, together with the cost of completing the Scope of Services, will be deducted from any moneys due or which may become due to the Consultant.
2. The right to setoff against any payments due or to become due to the Consultant under any other contract that the Consultant may have with the Authority.

8.4 Nonexclusivity.

Unless otherwise expressly stated, the remedies under the terms of this Contract are not exclusive of any other remedy. Each and every remedy is cumulative and in addition to any other remedy, existing now or hereafter, at law, or in equity.

8.5 Court Determination.

If the Contract is terminated by the Authority for default, and it is subsequently determined by a court that the termination was not justified, such termination will be deemed a termination for convenience, effective as of the date the Contractor received the original notice of termination and the provisions applicable to termination for convenience will apply.

8.6 Discretion of General Manager, Purchasing.

Whether to declare the Consultant in default and/or to terminate for cause is within the sole discretion of the General Manager, Purchasing and neither that decision nor the factual basis for it is subject to review or challenge under PART B, Article 7.

8.7 Termination for Convenience.

The Authority may terminate this Contract, in whole or in part, at any time by written notice to the Consultant when it is in the Authority's best interest. Upon delivery of written notice of termination, all requested Scope of Services and any performance hereunder by the Consultant will cease to the extent specified in the notice of termination. In the event of termination in whole, the Consultant will submit a final invoice, within 30 days of such termination, reflecting the Scope of Services actually performed pursuant to this Contract. This final invoice will be to the satisfaction of the Authority and for items for which no previous invoice was submitted.

The Consultant will be paid its costs, including Contract closeout costs, and any agreed to profit on Scope of Services performed up to the time of termination. The Consultant will promptly submit its termination Claim to the Authority, in accordance with PART B, Section 5.5. The parties will negotiate a termination settlement to be paid to the Consultant. If the Consultant has any property in its possession belonging to the Authority, the Consultant will account for the same, and dispose of it in the manner the Authority directs.

Unless otherwise provided for in the Contract or by applicable statute, the records retention provisions of PART B, Section 6.2 apply to the Scope of Services terminated hereunder.

The Consultant must also include the requirements of this PART B, Article 8 in each subcontract exceeding \$10,000.

PART B, ARTICLE 9. INDEMNITY AND LIABILITY

9.1 Indemnity.

The Consultant must indemnify and hold harmless to the maximum extent permitted by law the Authority, its agents, Board members, officials, and employees (the "Authority Parties") against all injuries, death, losses, damages, claims, suits, liabilities, judgments, costs, and expenses that may in any manner accrue against the Authority as a consequence of the execution and award or performance of this Contract or which may in any way result therefrom whether or not it is alleged or determined that any loss for which the Authority seeks indemnity is caused or contributed to or was caused in whole or in part through the negligent act or omission of the Consultant or its employees Board members, officials or agents or any of its Subconsultants or any of their Board members, employees, officials, agents, or subconsultants (collectively the "Consultant Parties"); provided that this indemnity will not extend to circumstances where the loss, injury, death or damage is determined to be caused solely by the negligence of the Authority. The Consultant must, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising in connection with this indemnity. If any judgment is rendered against the Authority Parties, the Consultant must at its own expense satisfy and discharge the judgment. If the indemnity pursuant to this Section is not permitted by the applicable law, then, to the maximum extent permitted by law, the Consultant will make full contribution to the Authority for its percentage share of any liability that is attributable to the Consultant Parties' acts or omissions. The Consultant expressly waives any legal limitations on its liability to the Authority Parties for contribution, including but not limited to limitations related to the payment of workers compensation benefits. The Consultant expressly understands and agrees that any bond or insurance protection required by this Contract or otherwise provided by the Consultant, must in no way limit the Consultant's responsibility to indemnify and defend the Authority Parties pursuant to this Section. The indemnification contained herein will survive the termination of this Contract.

9.2 Limitation of Liability.

In carrying out any of the provisions of this Contract or in exercising any power or authority granted to them thereby, there will be no liability upon the board members, officials, agents or employees of the Authority, including without limitation the General Manager, Purchasing, and the Project Manager, either personally or as officials of the Authority, it being understood that in such matters they act as representatives of the Authority.

9.3 Joint and Several Liability.

In the event that the Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof) then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Consultant will be the joint and several obligation or undertaking of each such individual or other legal entity.

PART B, ARTICLE 10. TIME

10.1 Time is of the Essence.

It is understood and agreed that **TIME IS OF THE ESSENCE OF THIS CONTRACT**, and the Consultant agrees to provide the Scope of Services in conformity with the provisions set forth herein and to

prosecute the same with all due diligence, so as to complete the Scope of Services in accordance with the time requirements specified in this Contract.

10.2 Time for Changes.

Any revisions to the Contract Time that result from Changed Services will be made in accordance with PART B, Article 5.

**PART B, ARTICLE 11. OWNERSHIP OF DOCUMENTS, INTELLECTUAL PROPERTY,
CONFIDENTIALITY**

11.1 Ownership of Documents.

All documents and other media, data studies, designs, intellectual property and reports, including without limitation, the Deliverables, developed in the performance of this Contract or provided as instruments of the Scope of Services are agreed to be the sole property of the Authority. During the performance of the Scope of Services, the Consultant will be responsible for any loss or damage to the materials herein enumerated while they are in its possession, and any such item lost or damaged will be restored at the expense of the Consultant. At any time, upon demand by the Authority, the Consultant must furnish to Authority, at the Authority's expense, a complete set of all such materials prepared by the Consultant and its Subconsultants as of the date of such demand. In the event of the Consultant's failure to comply with the Authority's demand hereunder, the parties hereby agree that any remedy at law would be inadequate and that the Authority will be entitled to appropriate injunctive and other equitable relief, including without limitation, the remedy of specific performance.

The Consultant agrees not to assert or authorize others to assert any rights or make any claim under the patent or copyright laws, or otherwise to any such documents and other materials referenced in this Section 11.1.

The Consultant, for a period of 5 years after the completion of the Contract, agrees to furnish all retained materials at the request of the Authority; provided that the Consultant will be permitted to retain a copy of such materials for the purpose of maintaining its records.

11.2 Confidential Information.

1. The Consultant, each Subconsultant, and its and their Board members, employees, officials, Subconsultants and agents ("Consultant Parties") will keep confidential all information furnished to it by the Authority or otherwise learned by it in the performance of the Scope of Services hereunder, as well as information prepared by or on behalf of the Consultant.
2. To the extent that the Authority specifically designates, orally or in writing, any information furnished by the Authority as confidential information ("Authority Confidential Information") such Authority Confidential Information and all information prepared by or on behalf of the Consultant based on Authority Confidential Information shall be subject to the provisions of this subparagraph 11.2.2. The Consultant will ensure the confidentiality of this information in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of the Consultant's own most confidential information. All Consultant Parties with access to the Authority Confidential Information must sign a Confidentiality Statement certifying that such person or entity will not disclose, publish, or otherwise make available to any person or party the Authority Confidential Information protected by the Contract. The Consultant acknowledges that the disclosure of any Authority Confidential Information will give rise to irreparable injury to the Authority, which cannot be adequately compensated in damages. Accordingly, the Consultant agrees that the Authority may obtain injunctive relief against disclosure or threatened disclosure of the Authority Confidential Information, in addition to such other remedies that may be available to the Authority in law or at equity. This paragraph of the Contract will survive the termination of this Contract.

PART B, ARTICLE 12. SUBCONTRACTING & ASSIGNMENT

12.1 No Assignment of Contract.

The Consultant must not assign or sublet this Contract, in whole or in part, without the prior written approval of the General Manager, Purchasing. In no case will such written approval relieve the Consultant from its obligations or change the terms of the Contract.

12.2 No Assignment of Contract Funds.

The Consultant must not transfer or assign any Contract funds or claims due, or to become due, without first obtaining the written approval of the General Manager, Purchasing.

12.3 Subconsultants.

The Consultant must submit for approval a detailed breakdown of its Subconsultants under the Contract by name and costs. The Consultant may replace or substitute a Subconsultant only with the prior written approval of the Project Manager and General Manager, Purchasing.

The Consultant must require each Subconsultant to comply with all applicable provisions of this Contract but will not make this entire Contract part of any subcontract.

The Consultant must incorporate the following provisions into each agreement with a Subconsultant and require the same to be incorporated into all agreements with lower-tier Subconsultants:

1. PART B, Section 2.1 "Contract Interpretation"
2. PART B, Section 3.1 "Standard of Performance"
3. PART B, Section 4.5 "Taxes"
4. PART B, Article 6 "Access and Records"
5. PART B, Article 8 "Events of Default and Termination" (in all subcontracts in excess of \$10,000)
6. PART B, Article 9 "Indemnity and Liability"
7. PART B, Article 11 "Ownership of Documents, Intellectual Property, Confidentiality"
8. PART B, Article 13 "Advertising and Publicity"
9. PART B, Section 15.3 "Civil Rights"
10. PART B, Section 15.4 "Illinois Human Rights Act"
11. PART B, Section 15.7 "Authority Ethics Ordinance"
12. PART B, Section 15.8 "Program Fraud and False or Fraudulent Statements and Related Acts"
13. PART B, Section 15.9 "Foreign Trade Restrictions"
14. PART B, Section 15.10 "Conflict of Interest"
15. PART B, Section 15.12 "No Federal Obligation to Consultant or Others"
16. PART B, Section 15.13 "Obligation to Comply with Changes in Federal Laws and Regulations"
17. PART B, Section 15.14 "Incorporation of Federal Transit Administration (FTA) Terms"
18. PART B, Section 15.15 "Environmental Requirements"
19. PART B, Section 15.16 "Fly America"
20. PART B, Section 16.1 "Governing Law"
21. PART B, Section 16.2 "Jurisdiction"
22. All other provisions required by Regulations to apply to Subconsultants.

This provision does not and will not operate to relieve the Consultant of any duty or liability under the Contract nor does it create any duty or liability on the part of the Authority.

PART B, ARTICLE 13. ADVERTISING AND PUBLICITY

The Consultant must not disclose, use or refer to this Contract or any of its terms, or the name of the Authority in any advertising, publicity releases, promotional materials or materials distributed to existing or prospective customers, without the prior written consent of the Project Manager. Notwithstanding the above, Consultant may identify the Authority as a customer or client in a general customer reference list.

PART B, ARTICLE 14. REPRESENTATIONS OF CONSULTANT

In connection with the execution of this Contract, the Consultant represents and warrants:

1. That it, each of its joint venture members if a joint venture, and its Subconsultants, are not in default at the time of the execution of this Contract, or deemed by the General Manager, Purchasing to have, within 3 years immediately preceding the date of this Contract, been found to be in default, in connection with any contract awarded by the Authority.
2. That this Contract is feasible of performance in accordance with all of its provisions and requirements and that the Consultant can and will perform, or cause to be performed, the Scope of Services in accordance with the provisions and requirements of this Contract.
3. That, except only for those representations, statements, or promises expressly contained in this Contract, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the Authority, its officials, Board members, agents, or employees, has induced the Consultant to enter into this Contract or has been relied upon by the Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Contract; (ii) the general conditions which may in any way affect the performance of this Contract; (iii) the compensation provisions of the Contract; or (iv) any other matters, whether similar to or different from those referred to in (i) through (iv) immediately above, affecting or having any connection with this Contract, the negotiation thereof, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.
4. That, Consultant acknowledges that the Authority, in its selection of the Consultant to perform the Scope of Services hereunder, materially relied upon the Consultant's response(s) to the Authority's solicitation which is attached hereto as part of PART C, Exhibit 6 to the Contract, and the Consultant's oral presentation(s), if any.

PART B, ARTICLE 15. COMPLIANCE WITH ALL LAWS

15.1 Consultant's Compliance with All Laws.

The Consultant will at all times observe and comply with all laws, ordinances, Regulations, and codes of the Federal, State, City, Authority and other local government agencies that may in any manner affect the contents of the RFP or the performance of the Contract.

15.2 Permits and Licenses.

Unless otherwise expressly provided, the Consultant is fully responsible for identifying, requiring and obtaining, at its own expense, all permits and licenses necessary to provide the Scope of Services described in this Contract.

15.3 Civil Rights.

1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal Transit Law at 49 USC § 5332, the Consultant agrees that it will not discriminate against any employee or applicant on the basis of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
 - a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal Transit Laws at 49 USC § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Services provided under this Contract. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with all implementing requirements FTA may issue.
 - b. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and Federal Transit Law at 49 USC § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
 - c. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Consultant agrees that it will comply with the requirements of US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
3. During the performance of this Contract, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
 - b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The Consultant will send to each labor union or representative of workers with whom the representative has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority's General Manager, Purchasing, advising the labor union or workers' representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation, and orders.

f. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies applied as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Consultant must include the provisions of the above Paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or vendor as a result of such direction by the Federal Government contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

4. The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

15.4 Illinois Human Rights Act.

During the term of this Contract, the Consultant must:

1. Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
2. Comply with the procedures and requirements of the Illinois Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.
3. Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request from time to time.
4. Have written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Consultant's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Illinois Department of Human Rights and the

Illinois Human Rights Commission; and (vii) protection against retaliation as provided in Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105). A copy of the policies must be provided to the Illinois Department of Human Rights upon request.

5. The Consultant must include verbatim or by reference, the provisions of this Section 15.4 in every subcontract it awards under which any portion of its obligations under this Contract are undertaken or assumed, so that such provisions will be binding upon such Subconsultant. In the same manner as with other provisions of this Contract, Consultant will be liable for such Subconsultant's compliance with applicable provisions of this clause; and further it will promptly notify the Authority and the Illinois Department of Human Rights in the event that any Subconsultant fails or refuses to comply therewith. In addition, the Consultant must not utilize any Subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

15.5 Disclosure of Ownership.

Any person, business entity, or agency that submits a proposal for the purpose of contracting with the Authority is required to complete all certifications, forms and statements contained in the Authority's RFP.

15.6 State Energy Conservation Plan.

The Consultant must comply with all current standards and policies relating to energy efficiency which are contained in the State of Illinois Energy conservation plan issued in compliance with the Energy Policy and Conservation Act, which are incorporated in this Contract by reference.

15.7 Ethics Ordinance.

Consultant agrees to comply with the CTA Ethics Ordinance, CTA Ordinance No. 004-76, as amended from time to time, the provisions of which are hereby incorporated into this Contract. The Consultant agrees that, as provided by Section 5.3 of the CTA Ethics Ordinance, any contract negotiated, entered into, or performed in violation of any of the provisions of the Ethics Ordinance shall be voidable as to the Authority at the election of the Authority.

15.8 Program Fraud and False or Fraudulent Statements and Related Acts.

1. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 *et seq.* and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Scope of Services. Upon execution of this Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which Scope of Services are being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.
2. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Authority or to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the Authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307 (n)(1) on the Consultant to the extent the Federal Government deems appropriate.
3. The Consultant agrees to include the above 2 clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses must not be modified, except to identify the Subconsultant that will be subject to the provisions.

15.9 Foreign Trade Restrictions.

The Consultant, and each Subconsultant certifies that it:

1. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. Has not knowingly entered into any Contract or Subcontract for the Scope of Services with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; or
3. Has not procured any product nor subcontracted for the supply of any product for use on this Contract that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR Part 30.17, no Contract will be awarded to a Subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on this Contract, the FTA may direct, through the Authority, cancellation of the Contract at no cost to the Government or the Authority. Further, Consultant agrees that it will incorporate this provision for certification without modification in each subcontract. The Consultant may rely on the certification of a prospective Subconsultant unless the Consultant has knowledge that the certification is erroneous. The Consultant will provide immediate written notice to the Authority if it learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances.

Further, the Consultant must provide immediate written notice to the Authority if the Consultant learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances.

Each Subconsultant must agree to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the Contract award. If it is later determined that the Consultant or any Subconsultant of any tier knowingly rendered an erroneous certification, the FTA may direct, through the Authority, cancellation of the Contract or Subcontract for default at no cost to the Federal Government or the Authority.

Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America, and making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

15.10 Conflict of Interest.

1. No Board member, officer or employee of the Authority or other unit of local government, who exercises any functions or responsibilities in connection with the carrying out of the Scope of Services or the carrying out of the Scope of Services to which this Contract pertains, may have any personal interest, direct or indirect, in this Contract or the proceeds thereof.
2. In accordance with 41 USC § 22, the Consultant agrees that no member of or Delegate to the Congress of the United States, or the Illinois General Assembly and no members of the Chicago Transit Board or Authority employees, may be admitted to any share or part of this Contract or to any private financial interest, profit, or benefit arising herefrom.

3. The Consultant covenants that it, its officers, directors and employees, and the officers, directors, and employees of such of its members if a joint venture, and Subconsultants presently have no interest and will not acquire any interest, direct or indirect, in the Scope of Services to which this Contract pertains, which would conflict in any manner or degree with the performance of the Services hereunder. The Consultant further covenants that, in the performance of this Contract, no person having any such interest will be employed by the Consultant.
4. An organizational conflict of interest exists when the nature of work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or subcontractor or impair its objectivity in performing the Contract. The Consultant is prohibited from performing any work or services for the Authority that conflict with work or services that the Consultant performs under any other contract with the Authority. The restrictions in this paragraph are applicable to all Subconsultants. The Consultant has sole responsibility for compliance with this provision. Any violation of this provision is a material breach of the Contract, which is cause for termination.

15.11 No Exclusionary or Discriminatory Specifications.

Apart from inconsistent requirements imposed by Federal statute or regulations, the Consultant agrees to comply with the requirements of 49 USC § 5323 (h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

15.12 No Federal Government Obligation to Consultant or Others.

1. The Consultant acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the award of this Contract, the Federal Government is not a party to this Contract and will not be subject to any obligations or liabilities to the Consultant, or any other person (whether or not a party to this Contract) in connection with this Contract or pertaining to any matter resulting from this Contract or the Scope of Services.
2. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause must not be modified, except to identify the Subconsultant who will be subject to its provisions.

15.13 Obligation to Comply with Changes in Federal Laws and Regulations.

The Consultant will at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the "Master Agreement" (Form FTA MA (8) dated October 2001) between the Authority and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Consultant's failure to so comply will constitute a material breach of this Contract.

15.14 Incorporation of Federal Transit Administration (FTA) Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by the US DOT, whether or not expressly set forth in the preceding Contract provision. All requirements of the DOT, as set forth in the most recent effective version of FTA Circular 4220.1, and as amended from time to time, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms will be deemed to control in the event of a conflict with other provisions contained in this Contract. The Consultant must not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of the FTA terms and conditions.

15.15 Environmental Requirements.

For all contracts exceeding \$100,000 in Contract Value, the Consultant must comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 et seq, and the Clean Air Act, as amended, 42 USC § 7401 et seq. The Consultant also

must report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required, to the FTA and the appropriate US EPA Regional Office.

The Consultant must also include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15.16 Fly America.

The Consultant agrees to comply with 49 USC § 40118 (the "Fly America" Act) in accordance with the US General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant must submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and must, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

PART B, ARTICLE 16. GOVERNING LAW AND JURISDICTION

16.1 Governing Law.

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles.

16.2 Jurisdiction.

The Consultant hereby irrevocably submits, and will require and cause its Subconsultants to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. The Consultant agrees that service of process on the Consultant may be made, at the option of the Authority, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant

PART C: INDEX OF EXHIBITS

EXHIBIT 1. SCOPE OF SERVICES

- 1.1 Services
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EXHIBIT 4. CONSULTANT'S BEST AND FINAL OFFER

EXHIBIT 5. THE AUTHORITY'S RFP DOCUMENT

EXHIBIT 6. CONSULTANT'S TECHNICAL AND PRICE PROPOSALS (including completed certifications)

EXHIBIT 7. SPECIAL CONDITIONS

- CONSULTANT'S COMPLETED DBE PROPOSAL (including DBE certification)
- [LIST ADDITIONAL SPECIAL CONDITIONS PREPARED BY AUTHORITY, IF ANY]

EXHIBIT 8. INSURANCE REQUIREMENTS

[ATTACHED] OR [NONE REQUIRED]

EXHIBIT 9. SUPPLEMENTAL MATERIAL

[ATTACHED] OR [NONE REQUIRED]

APPENDIX B

SPECIAL CONDITIONS
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT
INVITATION FOR BIDS
REQUISITION NUMBER: B13OP03704

I. POLICY AND TERMS

A. The policy of the Chicago Transit Authority is to create a level playing field on which Disadvantaged Business Enterprises (DBE) as defined in United States Department of Transportation (USDOT) Regulation 49 C.F.R. Part 26.

B. The Authority has established the following DBE participation goal for this project:

Disadvantaged Business Enterprise Goal: 6%

C. The DBE participation goal shall be expressed as a percentage of the total contract price. However, in the event this is a revenue generating contract, the DBE participation goal is based on the bidder's operating expenses and not on the total anticipated revenue to be generated by the contract. The bidder may also meet the goal by showing good faith efforts to meet the goal as described in 49 C.F.R. Part 26 and as set forth in Section V below. **Any evidence of good faith efforts must be submitted with the sealed bid or the bid will be rejected in its entirety.**

D. The DBE participation goal shall apply to the total dollar value of this contract, inclusive of all amendments, modifications, options, and change orders. The bidder agrees to make its best effort to include DBE participation in any contract modification work.

E. The goal may be met, as further explained in Section IV hereof, by the bidder's status as a DBE, by a joint venture with one or more DBEs, by subcontracting a portion of the work to one or more DBEs, by the purchase of materials used in the performance of the contract from one or more DBEs or by any combination of the above or through a showing of good faith efforts as defined in Section V hereof.

F. A bidder who fails to meet the DBE goal and fails to demonstrate sufficient and reasonable good faith efforts shall not be eligible to be awarded the contract. All documentation of good faith efforts by a bidder **must** be included in the envelope or package containing the bid.

G. The Authority prohibits agreements between a bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders.

II. DEFINITIONS

A. **"Area of Specialty"** means the description of the DBE's business, which has been determined by the General Manager, DBE Program, to be most reflective of the DBE's claimed specialty or expertise. Credit toward the DBE participation goal for this contract shall be limited to the participation of firms performing within their Area of Specialty. The Authority reserves the right to investigate and determine active DBE participation and applicable DBE credit specifically identified for this contract prior to award.

NOTICE: The Authority does not make any representations concerning the ability of any DBE to perform work within its Area of Specialty. It is the responsibility of the bidder to determine the capability and capacity of the DBE firms to satisfactorily perform the work proposed.

- B. **"Bid"** includes the following Authority purchasing requests: Invitation for Bids (IFB).
- C. **"Bidder"** includes bidders and contractors. The terms "Bidder" and "Contractor" may be used interchangeably in these Special Conditions.
- D. **"Disadvantaged Business Enterprise" or "DBE"** means a small business certified by the Illinois Universal Certification Program (IL UCP) as a business owned and controlled by socially and economically disadvantaged individuals in accordance with USDOT Regulation 49 CFR, Part 26.
- E. **"Directory"** means the Directory of Certified Disadvantaged Business Enterprises maintained and published by IL UCP and entitled the "IL UCP DBE Directory." The directory will be available on the Authority's web site. Bidders are responsible for verifying the current certification status of all proposed DBE's.
- F. **"Good Faith Efforts"** means efforts to achieve a DBE contract goal as specified in 49 CFR, Part 26 and Section V hereof.
- G. **"IL UCP"** means the Illinois Unified Certification Program.
- H. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Bidders may develop joint venture agreements as an instrument to provide participation by DBEs in contract work. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or between a DBE firm and non-DBE firm.

In order to qualify for credit as a DBE, the DBE must be responsible for a distinct, clearly defined portion of the work and the DBE must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- I. **"Purchasing Agent"** means the Authority employee who holds the position of General Manager, Purchasing, or the successor position.
- J. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto except that a small business concern shall not include any concern or groups of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$22.41 million, or as revised from time to time, over the three (3) previous fiscal years.
- K. **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen of the United States (or lawfully admitted permanent residents) and who is in the following groups, the members of which are rebuttably presumed to be socially and economically disadvantaged:
 - 1. **"Black Americans"**, which includes persons having origins in any of the Black racial groups of Africa;

2. **"Hispanic Americans"**, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
3. **"Native Americans"**, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
4. **"Asian-Pacific Americans"**, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Thailand, Malaysia, Indonesia, Vietnam, Laos, Cambodia (Kampuchea), the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific (Republic of Palau), and the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Jauvlu, Nauru, Federated States of Micronesia or Hong Kong; and
5. **"Subcontinent Asian Americans"**, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.
6. **"Women"**
7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

The General Manager, DBE Program, may determine on a case-by-case basis that individuals who are not members of one of the above-listed groups are socially and economically disadvantaged.

L. "USDOT" or "DOT" refers to the U.S. Department of Transportation.

III. JOINT VENTURES

The General Manager, DBE Program, will evaluate the joint venture agreement submitted on behalf of the proposed joint venture and all related documents to determine whether these DBE requirements have been satisfied. In addition, the General Manager, DBE Program, will consider the record of the joint venturers as joint venturers on other Authority contracts, if any.

NOTE: DBE/non-DBE joint ventures are creditable at any tier. Whenever a joint venture is proposed as the prime Contractor, Authority requires that each joint venturer sign the bid submitted to the Authority.

IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

The inclusion of any DBE by the bidder in its bid documents shall not conclusively establish the bidder's eligibility for full DBE credit for the firm's participation in the contract. The amount of DBE participation credit shall be based upon an analysis by the General Manager, DBE Program, of the specific duties which will be performed by the DBE.

The bidder may count toward its DBE goal only expenditures to firms which are currently certified by the IL UCP and which perform a commercially useful function. A firm is considered to perform a commercially

useful function when it is responsible for the performance of a distinct element of the work and carries out its responsibilities by actually performing, managing and supervising the work involved.

To determine whether a firm is performing a commercially useful function, the General Manager, DBE Program, will evaluate the amount of work subcontracted, industry practices and other relevant factors. The General Manager, DBE Program, reserves the right to deny or limit DBE credit to the bidder where any DBE is found to be engaged in substantial pass-through activities with others.

DBE participation shall be counted toward the DBE goal in the contract as follows:

- A. Once a DBE is determined to be eligible in accordance with these rules, the total dollar value of the contract awarded to the DBE may be counted toward the DBE goal except as indicated below.
- B. A bidder may count toward its DBE goal that portion of the total dollar value of a contract with an eligible joint venture equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces.
- C. Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE subcontracts more than thirty percent (30%) or a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. Evidence may be presented by the bidder involved to rebut this presumption.
- D. When a DBE subcontracts a part of the work under the contract to another firm, the value of the subcontracted work may only be counted towards the DBE goal if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count towards the DBE goal.
- E. The bidder may count one-hundred percent (100%) of its expenditures for materials and supplies required under the contract and which are obtained from a DBE manufacturer towards the DBE goal. The bidder may count sixty percent (60%) of its expenditures for material and supplies under the contract obtained from a DBE regular dealer towards its DBE goal. The terms "manufacturer" and "regular dealer" are defined in 49 C.F.R. Part 26.55(e)(1)(ii) and (2)(ii).
- F. The bidder may count towards its DBE goal expenditures to DBEs which are not manufacturers or regular dealers, such as fees or commissions charged for services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies and transportation charges as set forth in 49 C.F.R. Part 26. However, the General Manager, DBE Program, must determine the fee or charge to be reasonable and not excessive as compared with fees or charges customarily allowed for similar services.
- G. The bidder must use good business judgment when negotiating with subcontractors and take a DBE's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using DBE firms is not sufficient reason to fail to meet the DBE goal set forth in the contract, as long as such costs are reasonable.

V. GOOD FAITH EFFORTS

In order to be responsive, a bidder must make good faith efforts to meet the DBE participation goal set forth in the contract. The bidder must document the good faith efforts it made in that regard. Thus, the Bid submitted to the Authority must be accompanied by written documentation prepared by the bidder evidencing all of its sufficient and reasonable good faith efforts toward fulfilling the goal. These efforts must be active steps, and ones, which could reasonably be expected to lead to sufficient DBE participation to meet the contract DBE participation goal. Mere *pro forma* efforts are not acceptable and will be rejected by the General Manager, DBE Program.

Good Faith Efforts require that the bidder consider all qualified DBEs, who express an interest in performing work under the contract. This means that the bidder cannot reject a DBE as unqualified unless the bidder has sound reasons based on a thorough investigation of the DBE's capabilities. Further, the DBE's standing within its industry, membership in specific groups, organizations or associations and political or social affiliation (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the contract DBE participation goal.

The following list, which is not exclusive or exhaustive, sets forth the types of actions, which indicate good faith efforts on the part of a bidder to meet the DBE goal. The extent and type of actions required will vary depending on such things as industry practice; the time available for submitting a bid and the type of contract involved.

- A.** Attendance at a pre-bid meeting, if any, scheduled by the Authority to inform DBEs of subcontracting opportunities under a given solicitation.
- B.** Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before bids are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.
- C.** Written notification to capable DBEs that their interest in the contract is solicited.
- D.** Documentation of efforts to negotiate with DBEs for specific sub-contracts including at a minimum:
 - 1.** The names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact.
 - 2.** A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
 - 3.** A statement explaining why additional agreements with DBEs were not reached.
- E.** For each DBE the bidder contacted but rejected as unqualified, the reason for the bidder's conclusion.
- F.** Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the bidder or the Authority.

- G. Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs.
- H. Documentation that the bidder has broken out contract work items into economically feasible units in fields where there are available DBE firms to perform the work.
- I. Evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the contract, and that such information was communicated in a timely manner.
- J. Documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

VI. GOOD FAITH EFFORTS RECONSIDERATION

If it is determined that the apparent successful low bidders have failed to meet the requirements of the contract goal/good faith efforts, the Authority will provide them with **ONE** opportunity for administrative reconsideration, before the Authority awards the contract. This reconsideration will include the following:

- A. The bidder will be permitted to either provide written evidence or to present oral argument at a pre-scheduled time that the documentation it submitted with its bid met the DBE goal and/or showed good faith efforts to do so. **No new evidence of good faith efforts may be presented after the bid submission deadline.**
- B. The Authority's Reconsideration Officer will review the evidence presented by the bidder and issue a written determination that the bidder has: 1) met the DBE goal; 2) not met the DBE goal but has made adequate good faith efforts to do so; or 3) has not met the DBE goal and the good faith efforts made were not adequate.
- C. The decision of the Authority's Reconsideration Officer is final and may not be appealed to the Authority or its funding agencies.
- D. The Authority will not award a contract to any bidder who does not meet the contract DBE participation goal or show good faith efforts to meet that goal. Thus, it is essential that all bidders submit ALL relevant documentation concerning the DBE goal and/or good faith efforts in the envelope or package containing their sealed bid.

VII. PROCEDURE TO DETERMINE BID COMPLIANCE

The bidder must complete and sign Schedule D to the Contract documents and must sign Schedule C. If the bidder is a joint venture, the bidder **MUST** complete and sign Schedule B. Schedule C **MUST** be completed and signed by the DBE subcontractor(s). All three Schedules **MUST** be submitted at the same time as or prior to submittal of the sealed bid. In addition, any documentation evidencing the bidder's good faith efforts to meet the contract DBE goal must be submitted with the bid. Any bids submitted without completed and executed Schedules C & D and/or evidence of good faith efforts, if applicable, will be deemed non-responsive and will be rejected by the Authority.

A. Letters of Certification

1. A copy of each proposed DBE firm's current Letter of Certification or re-certification from the IL UCP should be submitted with the bid. **ALL CERTIFICATIONS BY THE IL UCP MUST BE PRE-CERTIFICATIONS. This means that the DBE's certification must be issued by the IL UCP before the due date for bids.**
2. All Letters of Certification or Re-certification issued by the IL UCP must include a statement of the DBE firm's area of specialization and appropriate DBE goal credit (see Section IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL). The DBE firm's scope of work set forth on Schedule C must conform to its stated area of specialization. Where a DBE is proposed to perform work not covered by its area of specialization, the DBE firm must request an expansion of its area of specialization from the Authority in writing plus any other documentation required by the Authority to process said request prior to the time set by the Authority for bid opening. Further, the DBE's request must be agreed to by the General Manager, DBE Program, and the DBE firm must be certified prior to **DUE DATE OF BIDS.**

B. Joint Ventures

1. Where the bidder proposes to include in its bid a DBE, which is a joint venturer, the bidder must submit a fully executed copy of the joint venture agreement with its bid. The joint venture agreement must show that the DBE firm will be responsible for a clearly defined portion of the work to be performed, and that the DBE firm's capital contribution, control, management, risks and profits are commensurate with its ownership interest.
2. Further, the proposed joint venture agreement shall include specific details related to: 1) contributions of capital and equipment; 2) work items to be performed by the DBE's own forces; 3) work items to be performed under the supervision of the DBE; 4) the DBE management, supervisory and operating personnel to be dedicated to the performance of the project; and (5) the authority of each joint venturer to contractually obligate the joint venture and to expend funds. Failure to submit a copy of the joint venture agreement will cause the firm to be considered by the Authority to be non-responsible.

VIII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A.** The bidder shall, within seven (7) calendar days of contract award, or prior to any work being performed by the DBE subcontractor, execute written subcontracts or purchase orders with the DBE subcontractors included in the bid. In the event the bidder cannot complete the agreement with one or more DBE subcontractors within this seven day period, the bidder must provide a written explanation for the delay and an estimated date by which the written agreement will be completed to the General Manager, DBE Program. These written agreements shall be made available to the General Manager, DBE Program, upon request. All contracts between the bidder and its subcontractors must contain a prompt payment clause as set forth in Section IX herein.

- B. During the term of annual contracts, the Contractor must utilize the "Chicago Transit Authority's Disadvantaged Business Enterprise System (B2GNOW)" <https://cta.dbesystem.com/> which provides the Contractor an easy to use web-based service for reporting payments rendered to all Subcontractors. The frequency with which these reporting will vary based on each individual contract, but in no event will reporting be required less frequently than quarterly. **Failure to follow these directions may delay payment.**
- C. In the case of a one-time procurement with either a single or multiple deliveries, the contractor must utilize the "Chicago Transit Authority's Disadvantaged Business Enterprise System (B2GNOW)" <https://cta.dbesystem.com/> which provides the Contractor with an easy to use web-based service for reporting payments rendered to all Subcontractors. The required entries on B2GNOW must be completed prior to or concurrently with the Contractor's submittal of its final invoice to the Authority user department identified in the contract. PLEASE NOTE: Two different processes must be followed. (1) The original invoices must be submitted directly to the Authority department identified in the contract and (2) a report of Subcontract Payments must be entered onto B2GNOW. **Failure to follow these directions may delay final payment.**

The address for the General Manager, DBE Program, is: **CTA DBE-General Manager, Diversity Department, 567 W. Lake Street, Chicago, IL 60661-1465.**

IX. PROMPT PAYMENT TO SUBCONTRACTORS

- A. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than seven (7) calendar days after the Contractor has received payment from CTA. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment within 7 calendar days of the date that the Contractor has received payment from the CTA.
- B. In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of CTA's authorized representative, satisfactorily completed its portion of the Work. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment of Retainage within fourteen (14) calendar days of the date that the Subcontractor has, in the opinion of CTA's authorized representative, satisfactorily completed its portion of the Work.
- C. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the General Manager, Purchasing.
- D. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- E. CTA will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with CTA of lien waivers, canceled checks (if requested) and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit, (form to be provided by CTA) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment

to such subcontractor, with every payment request filed with CTA, except for the first payment request, on every contract with CTA.

- F. Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

X. DBE SUBSTITUTIONS

- A. Arbitrary changes by the bidder of the commitments previously indicated in **Schedule D** are prohibited. No changes may be made by the bidder to the DBE firms listed on Schedule D after the opening of bids but prior to contract award. However, in the event the Purchasing Agent, after consulting with the DBE Department, determines that a critical DBE subcontractor is non-responsible, the Authority may require that bidder replace the non-responsible DBE subcontractor prior to contract award. In that event, bidder must replace the non-responsible DBE subcontractor with a responsible, certified DBE subcontractor or show adequate good faith efforts as set forth Section V hereof, must submit all information required in subsection C.5 hereof, and must receive the prior written approval of the General Manager, DBE Program for such substitution.
- B. Further, after entering into each approved DBE subcontract, the Contractor shall neither terminate the subcontract for convenience, nor reduce the scope of the work to be performed by the DBE, nor decrease the price to the DBE, without receiving prior written approval of the General Manager, DBE Program. Such approval is required even if the DBE agrees with the change to the DBE's contract desired by the Contractor.
- C. It may become necessary, at times, to substitute a new subcontractor in order to complete the contract work. The substitution procedure to be followed is:
 - 1. The Contractor must immediately notify the General Manager, DBE Program, in writing, of the proposed substitution of subcontractor. The Contractor's notification must include the specific reasons it intends to reduce the scope of or terminate a DBE subcontract; adequate documentation to support the Contractor's proposed action; and a proposed substitute firm to complete the DBE's portion of work.
 - 2. The following is a non-exclusive list of the types of reasons, which justify substitution: the DBE was found not to be able to perform, or not to be able to perform on time; the DBE's work product was not acceptable; the DBE demands an unreasonable escalation of its price.
 - 3. The following is a non-exclusive list of the types of reasons which do not justify substitution: a replacement firm has been recruited by the Contractor to perform the same work under more advantageous terms; performance issues by the DBE were disputed and every reasonable effort to have the dispute resolved or mediated has not been taken; the DBE has requested a reasonable price escalation which may be justified due to unforeseen circumstances (e.g., a change in scope of DBE's work).

4. If the subcontractor to be substituted for the DBE is not a DBE, the Contractor must show adequate good faith efforts as set forth in Section V hereof.
 5. The Contractor's request for approval of a substitution must include the name, address, and principal official of the proposed substitute subcontractor and the dollar value and scope of work of the proposed subcontract. If the new subcontractor is a DBE, all DBE affidavits and documents required by **Schedule C** shall be attached.
 6. The Authority will evaluate the submitted documentation and respond within fifteen (15) calendar days to the request for approval of a substitution. The Authority's response may approve the request, seek more information, request an interview to clarify the problem or reject the proposed DBE substitution, with the reasons for the rejection stated in the Authority's response. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Authority will respond as soon as practicable.
 7. Actual substitution by the Contractor may not be made prior to the Authority's approval. Once notified of the Authority's approval, the substitute subcontract must be executed within five (5) calendar days, and a copy submitted to the General Manager, DBE Program.
- D. The Authority will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary in order to comply with the DBE requirements of the contract.

XI. NON-COMPLIANCE

- A. Failure to comply with the DBE requirements of the contract or failure to use DBEs as stated in the bid constitutes a material breach of contract. The General Manager, DBE Program, shall have the discretion to recommend to the Authority's Purchasing Agent that the Purchasing Agent apply suitable sanctions to the Contractor if the Contractor is found to be in non-compliance with the DBE requirements. Such sanctions include, but are not limited to, withholding payment to the Contractor until corrective action is taken; suspension and/or termination of the contract, in whole or in part; and debaring or suspending the Contractor from entering into future contracts with the Authority.
- B. The failure by the Contractor to use a DBE subcontractor to the extent the Contractor committed to use said DBE, gives the underutilized DBE specific contract remedies, including the right to damages, the right to resolve the dispute by binding arbitration before an independent arbitrator and the right to recover its reasonable expenses, including attorneys' fees, if the DBE is the prevailing party, as follows:
1. Damages. In the event the Contractor has not complied with the contractual DBE percentage and the change to the contractual DBE usage has not been approved by the Authority, an affected DBE may recover from the Contractor damages suffered by said DBE as a result of being underutilized. This provision is intended for the benefit of any DBE affected by underutilization and grants such entity third party beneficiary rights. Any rights conferred by this provision are non-waivable and take precedence over any conflicting provisions in the agreement between the Contractor and the DBE.

2. Arbitration procedures. If requested by the DBE, the DBE shall have the right to initiate binding arbitration of any dispute concerning damages suffered as a result of being underutilized. A DBE desiring to arbitrate must notify the Contractor in writing to initiate the arbitration process. Unless the affected parties agree to a different schedule in writing, within ten (10) days of receipt by the Contractor of the intent to arbitrate from the DBE, the above-described disputes must be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601. All such arbitrations must be initiated by the DBE filing a demand for arbitration with the AAA; must be conducted by the AAA; and must be held in Chicago, Illinois.
 3. Fees. All fees of the arbitrator are the initial responsibility of the DBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys' and arbitrator fees, as damages to a prevailing DBE.
 4. Entry of judgment. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- C. In addition, federal and state laws apply to false representations, deception and fraud:
1. Illinois Law. Under Illinois law, it is a Class 2 felony to make certain false representations as to the status of a person or entity in obtaining a governmental contract. In addition, any person convicted of this felony offense must pay to the governmental unit that issued the contract a penalty equal to one and a half times the amount of the contract. 720 ILCS 5/17-29.
 2. Federal Law. False, fraudulent, or deceitful statements made in connection with DBE participation in federal Department of Transportation assisted programs could also result in liability under 49 CFR Part 31, Program Fraud and Civil Remedies and possible prosecution under 18 U.S.C. 1001.
- D. If the Contractor does not pay any subcontractor listed on a pay request or return a subcontractor's retainage within the time limits required under the prompt payment provision set forth in Section VIII hereof, the Contractor must pay the subcontractor an additional amount for interest at the lower of one percent (1%) per month or the highest lawful rate on the outstanding balance, for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the subcontractor. All agreements between the Contractor and its subcontractors must provide for interest as set forth herein.
- E. The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate.

The Contractor agrees to include this assurance in all subcontracts.

XII. RECORD KEEPING

The Contractor shall maintain records of all relevant data with respect to the utilization of DBEs and shall retain these records for a period of at least three (3) years after final acceptance of the work. Full access to said records shall be granted to the Authority and its Inspector General, its Federal and/or State funding agencies, the U.S. Department of Justice, the USDOT and any duly authorized representatives thereof. In addition, the Contractor shall, at all times, cooperate with the Authority's Inspector General.

The bidder must also create a bidders list, consisting of information about all subcontractors that submitted a bid or quote. The bidders list will include the name, address, DBE/non-DBE status, age of firm and the appropriate range of annual gross receipts. Failure to submit this information will result in the firm being deemed non-responsible for the contract.

XIII. MINORITY FINANCIAL INSTITUTIONS

The proposer is encouraged to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the Authority as evidence of proposer's willingness to do business with DBEs. Information about such institutions is available in the Authority's DBE Program Directory, which is available on-line at <http://www.federalreserve.gov/releases/mob/current/default.htm>.

DBE Assistance Agencies

The following agencies are available to prospective bidders for assistance.

<p>Alliance of Business Leaders & Entrepreneurs (ABLE) 150 N. Michigan Ave., Suite 2800 Chicago, IL 60601 Contact: Donna Gaines Phone: (312) 624-7733 Fax: (312) 275-7841 Email: donna@donnamgaines.com Website: www.ablechicago.com Services</p> <ul style="list-style-type: none"> • Business Development 	<p>Black Contractor United (BCU) 11906 S. Michigan Ave. Chicago, IL 60628 Contact: Belinda Henderson Phone: (773) 483-4000 Fax: (773) 483-4150 Email: belinda_bcu@att.net / bcunewera@att.net Website: www.blackcontractorsunited.com Services</p> <ul style="list-style-type: none"> • Business Development
<p>Chatham Business Association (CBA) 8441 S. Cottage Grove Ave. Chicago, IL 60619 Contact: Melinda Kelly Phone: (773) 994-5006 Fax: (773) 994-9871 Email: melkelcba@sbcglobal.net Website: www.cbaworks.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Chicago Minority Business Development Council, Inc. (CMBDC) 105 W. Adams St., Suite 2300 Chicago, IL 60603 Contact: Shelia C. Hill Morgan Phone: (312) 755-8880 Fax: (312) 755-8890 Email: shillmorgan@chicagomsdc.org Website: www.cmbdc.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance
<p>Chicago Urban League (CUL) 4510 S. Michigan Ave. Chicago, IL 60653 Contact: Kenya Spann Phone: (773) 285-5800 Fax: (773) 285-7772 Email: kspann@thechicagourbanleague.org Website: www.thechicagourbanleague.org Services</p> <ul style="list-style-type: none"> • Business Development 	<p>Federation of Women Contractors (FWC) 5650 S. Archer Ave. Chicago, IL 60638 Contact: Joan Anderse Phone: (312) 360-1122 Fax: (312) 360-0239 Email: joan@andersenpump.com Website: www.fwcchicago.com Services</p>
<p>Hispanic-American Construction Industry Association (HACIA) 901 West Jackson Blvd., Suite 205 Chicago, IL 60607 Contact: Jorge Perez Phone: (312) 666-5910 ext. 22 Fax: (312) 666-5692 Email: jperez@haciaworks.org Website: www.haciaworks.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Illinois Hispanic Chamber of Commerce (IHCC) 855 W. Adams, Suite 100 Chicago, IL 60607 Contact: Omar Duque Phone: (312) 425-9500 Fax: (312) 425-9510 Email: asoto@ihccbusiness.net Website: www.ihccbusiness.net Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance

DBE Assistance Agencies (Continued)

<p>Latin American Chamber of Commerce (LACC) 3512 W. Fullerton Ave. Chicago, IL 60647 Contact: D. Lorenzo Padron Phone: (773) 252-5211 Fax: (773) 252-7065 Email: D.LorenzoPadron@latinamericanchamberofcommerce.com Website: www.latinamericanchamberofcommerce.com Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Philippine American Chamber of Commerce of Greater Chicago (PACCGC) 3413 N. Milwaukee Ave Chicago, IL 60641 Contact: James Villar Phone: (773) 545-4330 Fax: (773) 545-4373 Email: jamesvillar@paccgc.org Website: www.paccgc.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance
<p>Women's Business Development Center (WBDC) 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Contact: Freida Curry Phone: (312) 853-3477 Fax: (312) 853-0145 Email: fcurry@wbdc.org Website: www.wbdc.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Women Construction Owners & Executives (WCOE) 308 Circle Avenue Forest Park, IL 60130 Contact: Mary Kay Minaghan Phone: (708) 366-1250 Fax: (708) 366-5418 E-mail: mkm@mkmservices.com Website: www.wcoeusa.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance

Project information and current DBE directory of certified local and out-of-state companies are available.

<p>Chicago Transit Authority Project Information c/o Ellen McCormack Purchasing Department 567 W. Lake St. Chicago, IL 60661-1465 Phone: (312) 681-2400 Fax: (312) 681-2405 E-mail: emccormack@transitchicago.com</p>	<p>Chicago Transit Authority DBE Directory c/o Nelson Robles Diversity Programs Department 567 W. Lake St. Chicago, IL 60661-1465 Phone: (312) 681-2600 Fax: (312) 681-2605 E-mail: nrobles@transitchicago.com</p>
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DBE - SCHEDULE B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

This Schedule B need not be submitted if all joint venturers are DBEs. In such a case, however, the written joint venture agreement and a copy of the current IL UCP Letter of Certification for each DBE must be submitted.

ALL INFORMATION REQUESTED BY THIS SCHEDULE MUST BE ANSWERED IN THE SPACES PROVIDED BY JOINT VENTURERS AT ANY TIER. ADDITIONAL SHEETS MAY BE ATTACHED.

I. Name of joint venture: _____
Address of joint venture: _____

Phone number of joint venture: _____

II. Identify each non-DBE venturer(s):

Name of Firm: _____

Address: _____

Phone: _____

Contact person for matters concerning DBE compliance: _____

III. Identify each DBE venturer(s):

Name of Firm: _____

Address: _____

Phone: _____

Contact person for matters concerning DBE compliance: _____

IV. Describe the role(s) of the DBE venturer(s) in the joint venture:

V. Attach a copy of the joint venture agreement. In order to demonstrate the DBE venturer's share in the ownership, control management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces, (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.

VI. Attach a copy of the current IL UCP Letter of Certification for each DBE Joint Venturer.

VII. Ownership of the Joint Venture:

A. What is the percentage(s) of DBE ownership in the joint venture?

DBE ownership percentage(s): _____

Non-DBE ownership percentage(s): _____



DBE - SCHEDULE B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

VII. Ownership of the Joint Venture *(continued)*:

B. Specify DBE/non-DBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Sharing of profit and loss: _____
2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____

 - (b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (*specify types, quality and quantities of equipment to be provided by each venturer*):

4. Other applicable ownership interests, including ownership options or other agreements, which restrict or limit ownership and/or control:

5. **Provide copies of all written agreements between venturers concerning this project.**
6. Identify each current Chicago Transit Authority contract and each contract completed during the past two (2) years by either of the joint venture partners participating in this joint venture:

VIII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:

B. Authority to enter contracts on behalf of the joint venture:



DBE - SCHEDULE B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

VIII. Control of and Participation in the Joint Venture *(continued)*

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. *(Identify by name and firm only):*

1. Supervision of field operations:

2. Major purchases:

3. Estimating:

4. Engineering:

IX. Financial Controls of Joint Venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner," if any, and describe the means and measure of their compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?



DBE - SCHEDULE B

- X. State the approximate number of personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the majority firm, DBE firm, or the joint venture.

Trade	Non-DBE Firm (number)	DBE (number)	Joint Venture (number)
Professional			
Administrative/Clerical			
Unskilled Labor			

If any personnel proposed for this project will be employees of the joint venture:

- A. Are any proposed Joint Venture employees currently employed by either venturer? _____
Employed by non-DBE (number): _____ Employed by DBE: _____
- B. Identify by name and firm the individual who will be responsible for joint venture hiring: _____

- XI. Please state any material facts and additional information pertinent to the control and structure of this joint venture.



DBE - SCHEDULE B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

The undersigned affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree, under which work is done for CTA by the venturers, to provide to CTA current, complete and accurate information regarding actual joint venture work and the payment therefor, and any proposed changes to any provision of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of CTA, its Inspector General or any of its funding agencies.

Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded, and for initiating action under federal or state laws concerning false statements.

NOTE: *If, after filing this Schedule B and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the General Manager, DBE Program directly in writing or through the prime contractor if the joint venture is a subcontractor.*

(Signature of Owner, President, or Authorized Agent of DBE)

(Name of DBE Firm)

(Printed Name of Owner, President, or Authorized Agent of DBE)

(Printed Title)

Date

Phone

(Signature of Owner, President, or Authorized Agent of non-DBE)

(Name of non-DBE Firm)

(Printed Name of Owner, President, or Authorized Agent of non-DBE)

(Printed Title)

Date

Phone

NOTARY PUBLIC

On this _____ day of _____, 20____, the above-signed
Officer of _____

(Name of DBE firm) _____

personally known to me as the person(s) described in the foregoing Affidavit, acknowledged that h/she executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS OF, I hereunto set my hand and official seal.

OFFICIAL NOTARY SEAL:

Signature of Notary Public

My Commission Expires: _____



Diversity Department/DBE Schedules B, C, and D (Revised 11/2012) Page 1 of 3



DBE - SCHEDULE C

Bidder's or Proposer's failure to submit all 3 pages of this Schedule C with its bid will result in the bid being rejected in its entirety.

LETTER OF INTENT FROM DBE (continued) / REQUISITION / JOB NO.: _____

Sub-Contracting Levels

NOTICE: IF THE DBE WILL NOT BE SUB-SUBCONTRACTING ANY OF THE WORK DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE SHOWN IN EACH BLANK BELOW.

% _____ of the dollar amount of the DBE's subcontract will be sublet to non-DBE contractors.

% _____ of the dollar amount of the DBE's subcontract will be sublet to DBE contractors.

NOTICE: If ANY dollar amount of the DBEs scope of work will be sublet, a brief explanation and description of the work to be sublet must be attached to this schedule.

NOTICE: Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded, and for initiating action under federal or state laws concerning false statements.

The undersigned will enter into a formal written agreement for the above work with you as Prime Contractor, conditioned upon your execution of a contract with the Chicago Transit Authority, and will do so within (7) seven calendar days of your receipt of a signed contract from the Chicago Transit Authority or prior to any work being performed by the DBE subcontractor.

(Signature of Owner, President, or Authorized Agent of DBE)

(Name of DBE Firm)

(Printed Name of Owner, President, or Authorized Agent of DBE)

(Printed Title)

Date

Phone

If proposing to perform as a DBE/non-DBE Joint Venture:

(Signature of Owner, President, or Authorized Agent of non-DBE)

(Name of non-DBE Firm)

(Printed Name of Owner, President, or Authorized Agent of non-DBE)

(Printed Title)

Date

Phone



DBE - SCHEDULE C

LETTER OF INTENT FROM DBE (continued) / REQUISITION / JOB NO.: _____

Bidder's or Proposer's failure to submit all 3 pages of this Schedule C with its bid will result in the bid being rejected in its entirety.

THIS FORM MUST BE SIGNED AND NOTARIZED

DBE AFFIDAVIT

If awarded a contract or subcontract, I agree to promptly and directly provide the prime contractor and the CTA on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. I shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by me to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the CTA deems appropriate.

(Signature of Owner, President, or Authorized Agent of DBE)

(Printed Name of Owner, President, or Authorized Agent of DBE)

(Date)

NOTARY PUBLIC

On this _____ day of _____, 20____, the above-signed Officer of

(Name of DBE firm) _____

personally known to me as the person(s) described in the foregoing Affidavit, acknowledged that h/she executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS OF, I hereunto set my hand and official seal.

OFFICIAL NOTARY SEAL:

Signature of Notary Public

My Commission Expires: _____



DBE - SCHEDULE D

Bidder's or Proposer's failure to submit all 3 pages of this Schedule D with its bid will result in the bid being rejected in its entirety.

DBE UTILIZATION PLAN

NAME OF PROJECT / CONTRACT: _____

REQUISITION NO.: _____

JOB ORDER NO.: _____

TOTAL CONTRACT VALUE: _____

STATE OF: _____

COUNTY (CITY) OF: _____

*In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the _____
and duly authorized representative of _____*

(Title of Affiant)

(Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in and submitted with the attached Disadvantaged Business Enterprises (DBE) Schedules for each DBE. Listed below is/are the agreements(s) that correspond(s) with the Schedule C submitted by each DBE and listed separately for each DBE participating on the above mentioned contract:

DBE FIRM(S)	DESCRIPTION OF WORK FOR ENTIRE CONTRACT TERM-- Please describe in DETAIL what TYPE of WORK the DBEs will be performing on this contract for its entire length:	TOTAL DOLLAR AMOUNT OF EACH DBE CONTRACT
		TOTAL \$\$ for ALL DBE:



DBE - SCHEDULE D

Bidder's or Proposer's failure to submit all 3 pages of this Schedule D with its bid will result in the bid being rejected in its entirety.

PRIME CONTRACTOR AFFIDAVIT

DBE UTILIZATION PLAN / REQUISITION / JOB NO.: _____

I hereby acknowledge that I have been advised of the following:

Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded, and for initiating action under federal or state laws concerning false statements.

To the best of my knowledge, information and belief, the facts and representations contained in the aforementioned attached Schedules are true and no material facts have been omitted.

The undersigned will enter into a formal agreement with all listed DBE firms for work as indicated by this Schedule D and accompanying Schedule C's, and will enter into such agreements within (7) seven calendar days after receipt of the contract executed by the Chicago Transit Authority or prior to any work being performed by the DBE subcontractor(s). In the event the Prime contractor cannot meet said seven (7) day schedule, it must provide a written explanation for the delay and an estimate date by which the written agreement will be completed.

The Prime Contractor designates the following person as their DBE Liaison Officer:

(Printed Name of DBE Liaison Officer)

(Phone)

(Email)

I do solemnly declare and affirm under penalty that the contents of the foregoing document are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

(Signature of Owner, President, or Authorized Agent of Prime Contractor)

(Name of Prime Contractor Firm)

(Printed Name of Owner, President, or Authorized Agent of Prime Contractor)

(Printed Title)

Date

Phone



DBE - SCHEDULE D

Bidder's or Proposer's failure to submit all 3 pages of this Schedule D with its bid will result in the bid being rejected in its entirety.

DBE UTILIZATION PLAN / REQUISITION / JOB NO.: _____

THIS FORM MUST BE SIGNED AND NOTARIZED

PRIME CONTRACTOR AFFIDAVIT

If awarded a contract, I agree to promptly and directly provide the CTA on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. I shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by me to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the CTA deems appropriate.

(Name of Prime Contractor Firm)

(Printed Name of Owner, President, or Authorized Agent of Prime Contractor)

(Date)

(Signature of Owner, President, or Authorized Agent of Prime Contractor)

NOTARY PUBLIC

On this _____ day of _____, 20____, the above-signed Officer of

(Name of Affiant) _____

personally known to me as the person(s) described in the foregoing Affidavit, acknowledged that h/she executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS OF, I hereunto set my hand and official seal.

Signature of Notary Public

OFFICIAL NOTARY SEAL:

My Commission Expires: _____

NAME OF PRIME BIDDER**BIDDERS LIST****BID NO.** _____**DATE:** _____**JOB ORDER NO.** _____**BID DUE DATE:** _____**BUS. PHONE NO.** _____**ADDRESS:** _____**CITY:** _____**STATE:** _____**CONTACT PERSON:** _____

As the prime bidder, listed below is the information about (Name of Firm) _____
that is requested by the Authority.

Also, included on the following list are all firms who responded to a solicitation by submitting a bid or quote as a subcontractor. Furthermore, included on the list are all firms who submitted a bid or quote on their own. Under gross receipt column list range using the following: **Under \$500,000, \$500,000-\$1,000,000, \$1,000,000-\$2,000,000, \$2,000,000-\$2,500,000, \$2,500,000-\$3,000,000, \$3,000,000-\$3,500,000, \$3,500,000-\$4,000,000, over \$4,000,000.**

FIRM NAME	FIRM ADDRESS	DBE OR NON-DBE	AGE OF FIRM	GROSS RECEIPT RANGE

GUIDANCE CONCERNING GOOD FAITH EFFORTS (49 CFR – 26.53)

In order to be responsive, a bidder must make good faith efforts to meet the DBE participation goal set forth in the contract. The bidder must document the good faith efforts it made in that regard. Thus, the Bid submitted to the Authority must be accompanied by written documentation prepared by the bidder evidencing all of its sufficient and reasonable good faith efforts toward fulfilling the goal. These efforts must be active steps, and ones, which could reasonably be expected to lead to sufficient DBE participation to meet the contract DBE participation goal. Mere *pro forma* efforts are not acceptable and will be rejected by the General Manager, DBE Program. Good Faith Efforts require that the bidder consider all qualified DBEs, who express an interest in performing work under the contract. This means that the bidder cannot reject a DBE as unqualified unless the bidder has sound reasons based on a thorough investigation of the DBE's capabilities. Further, the DBE's standing within its industry, membership in specific groups, organizations or associations and political or social affiliation (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the contract DBE participation goal. The following list, which is not exclusive or exhaustive, sets forth the types of actions, which indicate good faith efforts on the part of a bidder to meet the DBE goal. The extent and type of actions required will vary depending on such things as industry practice; the time available for submitting a bid and the type of contract involved.

- Attendance at a pre-bid meeting, if any, scheduled by the Authority to inform DBEs of subcontracting opportunities under a given solicitation.
- Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before bids are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.
- Written notification to capable DBEs that their interest in the contract is solicited.
- Documentation of efforts to negotiate with DBEs for specific sub-contracts including at a minimum:
 - The names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact.
 - A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
 - A statement explaining why additional agreements with DBEs were not reached.
- For each DBE the bidder contacted but rejected as unqualified, the reason for the bidder's conclusion.
- Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the bidder or the Authority.
- Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs.
- Documentation that the bidder has broken out contract work items into economically feasible units in fields where there are available DBE firms to perform the work.
- Evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the contract, and that such information was communicated in a timely manner.
- Documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

APPENDIX C

BID PROTEST PROCEDURES

SECTION I – AUTHORITY BID PROTEST PROCEDURE

- A. The Chicago Transit Authority (CTA/ Authority)** will hear and consider a bona fide bid protest regarding its procurement actions. It is anticipated that the majority of protests will be evaluated and finally decided by the Authority. Accordingly, the Authority intends to provide a thorough review of all bona fide bid protests. The Authority's primary concern, however, is the timely procurement of needed capital equipment, supplies or services. It does not intend to allow the filing of bid protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature.

Notwithstanding the availability of these protest procedures, any interested party is encouraged to exhaust all methods described in the Contract Documents of resolving a procurement issue before filing a formal protest with the Authority. In its consideration of a bid protest, the Authority reserves the right to give due consideration to the good faith efforts of the protestor to resolve the issue involved through informal methods.

Note – The Federal Transit Administration (FTA) will be notified by the Authority of all formal, written protests, when FTA funds are involved.

B. Definitions for purposes of this section -

1. The term "days" refers to working days of the Authority.
2. The term "interested party" means any person (a) who is an actual bidder or prospective bidder in the procurement involved, and (b) whose direct economic interest would be affected by the award of the contract or by a failure to award the contract.

C. Submission of Protest

Any interested party may file a bid protest with the Authority on the basis that the Authority has failed to comply with applicable Federal or State law or with the Authority's Procurement Regulations. The protest must be filed in accordance with the timing requirements set forth in subsection D. "*Types of Protests and Timing*" of this section, and must include:

1. The name and address of the protestor.
2. The number of the contract solicitation.
3. A statement of the grounds for the protest, and in particular the Federal or State law or Authority Regulation alleged to have been violated. This statement should be accompanied by any supporting documentation the protesting party desires the Authority to consider in making its decision.

Protest should be submitted to: **General Manager Purchasing
Chicago Transit Authority
567 W. Lake Street
Chicago, IL 60661-1498**

D. Types of Protests and Timing

The requirement for timely filing of a bid protest with the Authority will depend upon the type of protests involved. The Authority will consider the following three types of protest by interested parties:

1. Protest regarding solicitation

Any bid protest regarding the solicitation by the Authority must be filed **no later than five (5) days before the opening of bids**. Any protest filed after that date which raises issues regarding the solicitation will not be considered by the Authority.

This type of protest would include any claim that the bid solicitation contained exclusionary or discriminatory specifications, any challenge to the basis of award, or any claim that the solicitation documents or the solicitation process violated applicable Federal or State law, or that the Authority failed to follow its Procurement Regulations in the solicitation of bids.

2. Protests regarding bid evaluation

Any bid protest regarding the evaluation of bids by the Authority must be filed with the Authority **no later than twenty (20) days after the opening of bids**. Any protest filed after such date which raises issues regarding the bid evaluation will not be considered by the Authority.

This type of protest would include any challenge to determinations by the Authority of the responsiveness of a bid or the responsibility of a bidder, or any claim that the evaluation of bids violated federal or State law or the Authority's Procurement Regulations.

3. Protests Regarding Award of Contract

Any protest regarding the award of the contract must be filed **no later than ten (10) days after the date of award**. Any protest regarding the award of the contract filed after that date will not be considered by the Authority.

This type of protest will only be entertained by the Authority if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible bidder or that the Authority violated Federal or State law or its Procurement Regulations in the award of the contract.

E. Authority Response

1. Types of Protests

The Authority will notify the protestor upon timely receipt of a bid protest and may, where appropriate, request additional information from the protestor. The Authority may, at its discretion, meet with the protestor to review the matters raised by the protest. The Authority's consideration of the particular types of protests will, except as otherwise provided in subsection 2. "*Decisions by Authority*" of this section, be in accordance with the following provisions:

a. Protest regarding solicitation

Upon receipt of a timely filed protest regarding the solicitation, the Authority will postpone the opening of bids until resolution of the protest. No additional bids will be accepted during the period of postponement.

If the protest regarding the solicitation involves a claim of unduly restrictive or exclusionary specifications, the Authority will, in evaluation of the protest, consider both the specific need of the Authority for the feature or item challenged and any effects on competition of including the specification regarding that feature or item. If the Authority determines that such feature or item was included in the specification in order to meet justified and valid transit needs of the Authority, and was not unduly restrictive of competition or designed to exclude a particular competitor, then the Authority will have grounds to deny the protest.

b. Protests regarding bid evaluation

Upon receipt of a timely filed protest regarding the evaluation of bids, the Authority will suspend its evaluation of all bids submitted until resolution of the protest if the Authority determines that the protestor has established that there are reasonable doubts regarding the responsiveness of a bid or the responsibility of a bidder or regarding the Authority's compliance with Federal or State law or its Procurement Regulations.

c. Protests after award

Upon receipt of a timely filed protest regarding the award of a contract, the Authority will issue a stop work order, if necessary, until the resolution of the protest if the Authority determines that the protestor has established a prima facie case that the contract was awarded fraudulently or in violation of that Federal or State law or the Authority's Procurement Regulations.

2. Decisions by Authority

As indicated above, in most instances the Authority will suspend the procurement process upon receipt of a bona fide bid protest. However, the Authority reserves the right, notwithstanding the pendency of a protest, to proceed with the appropriate action in the procurement process or under the contract in the following cases:

- a. where the item to be procured is urgently required;
- b. where the Authority determines that the protest was vexatious or frivolous; and
- c. where delivery or performance will be unduly delayed, or other undue harm will occur, by failure to make the award promptly.

After review of a bid protest submitted under this section, the Authority will issue a written decision of the basis of the information provided by the protestor, the results of any meetings with the protestor, and the Authority's own investigation. If the protest is upheld, the Authority will take appropriate action to correct the procurement process and protect the rights of the protestor, including resolicitation of bids, revised evaluation of bids or Authority determinations, or termination of the contract. If the protest is denied, the Authority will lift any suspension imposed and proceed with the procurement process or the contract, as the case may be.

The availability of review of bid protest by FTA is described in Section II. As noted in that section, under FTA's revised procurement guidelines the role of the Federal government in bid protest review is quite limited.

SECTION II – FTA BID PROTEST PROCEDURE

Reviews of protests by FTA will be limited to claims that the CTA failed to have or follow protest procedures, or claims that CTA failed to review a complaint or protest. A protestor must exhaust all administrative remedies with the CTA before pursuing a protest with FTA. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

APPENDIX D

BRIEF HISTORY OF YOUR COMPANY

Tell us about your company:

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Local Contact Person: _____

Title: _____

Phone Number: () _____ - _____ Fax Number: () _____ - _____

How many years has your company been in business? _____

How many employees? _____ *Annual Sales?* _____

Is your business a (an): (check one)

Manufacturer ____ *Supplier* ____ *Distributor* ____ *Other (explain)* _____

Have you provided goods or services to city government, state, county, Board of Education, municipality, etc.?

Please provide a list of references including the three (3) largest companies your firm has done business with in the past two (2) years, and a person and a telephone at that firm which CTA may contact.

Firm Name

Contact Person

Telephone

APPENDIX E

DISCLOSURE OF OWNERSHIP AND INTERESTS AFFIDAVIT

Every Bidder or Proposer (referred to as "Bidder") submitting a Bid or Proposal to the Authority for a Contract shall submit this Disclosure of Ownership and Interests Affidavit (hereafter Disclosure Affidavit or "Affidavit"). If the Bidder is a joint venture, the joint venture and each of the joint venture partners shall complete a Disclosure Affidavit.

Please print or type all responses clearly and legibly. If you need additional space for a response, attach extra pages. Please indicate the question to which you are responding on any extra pages you attach.

For purposes of this Disclosure Affidavit, the term "Contract" refers to the Contract, concession, agreement, modification, amendment, extension, or other section in connection with which you are submitting the Disclosure Affidavit.

Please note that this Disclosure Affidavit requires Bidders to obtain various certifications from their subcontractors before the subcontractors may perform any work under the Contract. The terms of the required subcontractor certifications are set forth below.

After reviewing your completed Disclosure Affidavit, the Authority's General Counsel or GM, Purchasing may require additional information to achieve full disclosure relevant to the Bid, or other applications.

Requisition Number: _____ Bidder Name: _____

Bidder Business Address: _____

Authority departments to which you are submitting this form (check one):

☐ Purchasing

☐ Other: _____

The undersigned _____, as _____, and on behalf
(Name) (Title)

of _____ ("Bidder" or "Contractor"), having been duly sworn
(Business Address)

under oath certifies as follows:

DISCLOSURE OF OWNERSHIP INTERESTS

Indicate below whether the Bidder is an individual or a legal entity and, if a legal entity, indicate the type of entity. Then complete Part (A), (B), (C), or (D) below as applicable. All Bidders shall complete Part (E). For Bidders that are sole proprietorships, Part (E) is the only section of Part I that shall be completed. For Bidders that are joint venturers, the joint venture and each member must complete a separate form. Identify all layers of ownership if the firm has a parent firm.

☐ Individual

☐ Limited liability company

☐ Business corporation

☐ Partnership

☐ Not-for-Profit corporation

☐ Joint Venture

☐ Sole Proprietorship

☐ Limited Liability Partnership

{ } Other: _____

A. CORPORATIONS (FOR-PROFIT AND NOT-FOR-PROFIT)

This information must be provided for the corporation and for any parent corporation.

1. Incorporated in the State of _____.

2. List below the name and title of all officers of the corporation:

Name	Title
_____	_____
_____	_____
_____	_____

3. List below the name and title of all directors of the corporation:

Name	Title
_____	_____
_____	_____
_____	_____

TO BE COMPLETED BY FOR -PROFIT CORPORATIONS ONLY:

1. Is the Corporation listed on the New York Stock Exchange? ☐ Yes ☐ No

If the Corporation is listed on an exchange other than the New York Stock Exchange, the name of the exchange is: _____

2. If there are fewer than 100 shareholders, list below the name, business address, and percentage of ownership interest of each shareholder:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

3. If there are 100 or more shareholders, list below the name, business address, and percentage of ownership interest for each shareholder who owns shares or options equal to or in excess of 5% of the ownership of the corporation:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

TO BE COMPLETED BY NOT-FOR-PROFIT CORPORATIONS ONLY:

List below the name and business address of officers, trustees and board members.

Name	Business Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. PARTNERSHIPS

List below the name and business address and the percentage of ownership interest for each general, limited, or individual partner entitled to receive 5% or more of the profit derived from partnership activities. The names of all individuals in such partnerships must be listed.

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

C. LIMITED LIABILITY COMPANIES

1. List below the names and titles of the officers, if any. If there are no officers, write "none":

Name	Title
_____	_____
_____	_____
_____	_____

2. List below the name, business address, and percentage of ownership interest of each (i) member and (ii) manager.

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

D. LAND TRUSTS, BUSINESS TRUSTS, ESTATES, AND OTHER SIMILAR ENTITIES

1. Trust name and number, or other information identifying the trust: _____

2. List below the name and business address of all trustees:

Name	Business Address
_____	_____
_____	_____

3. List below the name, business address, and percentage of ownership interest of all beneficiaries:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

E. ADDITIONAL INFORMATION - TO BE COMPLETED BY ALL BIDDERS

1. Is any ownership interest in the Bidder held by one or more agents or nominees on behalf of another individual or legal entity? ☐ Yes ☐ No

If Yes, list below each principal's name, business address, percentage of ownership interest, and the name of the principal's agent or nominee:

Name	Business Address	Ownership Interest	Agent/Nominee
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

2. Is the Bidder or any ownership interest in the Bidder, constructively controlled by another individual or legal entity, other than an agent or nominee disclosed above? ☐ Yes ☐ No

If Yes, list below the name and business address of each individual or entity possessing constructive control, the party whose interest is controlled, and the relationship between the two under which the control is or may be exercised:

Name	Business Address	Name of Party Whose Interest is Controlled	Relationship
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

3. Is any stock or beneficial interest in the Bidder held by a corporation or other legal entity?
☐ Yes ☐ No

If Yes, each such corporation or other legal entity shall make all disclosures requested in Part I (Disclosure of Ownership Interests) of this Disclosure Affidavit and shall certify all information provided.

4. Is any ownership interest held by a current or former CTA employee? ☐ Yes ☐ No

If Yes, provide names and amount of ownership interest:

Name	Ownership Interest
_____	_____ %
_____	_____ %
_____	_____ %

5. Is any current or former CTA employee employed by the Bidder: [] Yes [] No

If Yes, provide name, title and areas of responsibility:

Name	Title	Areas of Responsibility
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: The information provided in this form, shall be kept current. In the event of material changes, the Bidder shall supplement this Affidavit, up to the time the Authority takes action on the Bid, or other application for which this Affidavit is being submitted.

BIDDER:

By _____

(If a corporation and signed by any person other than the President or Vice-President, a certified copy of a resolution or by-law authorizing such person to sign, must accompany this contract)

NOTARIZATION - REQUIRED

State of _____

County of _____

Signed and Sworn to before me on
this _____ day of _____, 2013

By _____
(Signature of Notary Public)

(NOTARY'S SEAL)

ATTACHMENT C – Scope of Work

APPENDIX F

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

_____ certifies to the best of our knowledge and belief
(Company's name)

that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of frauds or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

THE PRIMARY PARTICIPANT (APPLICANT OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) _____ CERTIFIES
(Company name)
OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.

(Signature and Title of Authorized Official)

If you are unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

CTA 415 68 (03/90) Purchasing

**CERTIFICATION OF LOWER TIER PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

_____ certifies to the best of our knowledge and belief
(Company's name)
that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of frauds or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

THE LOWER TIER PARTICIPANT (APPLICANT OR POTENTIAL CONTRACTOR FOR A
MAJOR THIRD PARTY CONTRACT) _____ CERTIFIES OR
(Company name)
AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE
STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS
THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 *ET SEQ.* ARE APPLICABLE
THERE TO.

(Signature and Title of Authorized Official)

If you are unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

CTA 415 68 (03/90) Purchasing

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20_____.

By: _____
(Type or print name of contractor)

(Signature of authorized officer)

(Title of authorized officer)

CERTIFICATION REGARDING A DRUG FREE WORKPLACE

Pursuant to the definitions regarding a Drug Free Workplace provided in the Drug-Free Workplace Act of 1988, the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*, the Illinois Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, the Federal Acquisition Regulation System ("FAR"), Procedures for Transportation Workplace Drug & Alcohol Testing Programs, 49 CFR 40, and Prevention of Alcohol Misuse & Prohibited Drug Use in Transit Operation, 49 CFR 655, _____ ("Contractor") certifies to the best of its knowledge and belief that it and its principals:

1. Maintain a workplace(s) (i.e. the site(s) for the performance of work done by the Contractor in connection with this contract) safe and free from "controlled substances" as described in the Controlled Substances Act (21 U.S.C. 812) and as further described in regulations 21 CFR 1308.11 - 1308.15.
2. Have neither been convicted, including entering a plea of 'nolo contendere,' nor had sentence imposed by any judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes.
3. Publish and give notice to its employees and sub-contractors that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace, and also that actions will be taken against any and all employees and sub-contractors found to be violation of same.
4. Provide that all employees engaged in the performance of the contract receive a copy of the above statement, that the employee will abide by the terms of this statement, and that the employee will notify the employer in writing of the employee's conviction no later than five (5) calendar days after such conviction.
5. Provide for appropriate action against an employee for violation of any and all of these rules and that an employee convicted of drug abuse must satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health or law enforcement or other appropriate agency.
6. Comply with all drug and alcohol policies, testing programs and reporting requirements set forth in 49 CFR 40 and 49 CFR 655 whenever the Contractor, its employees, or sub-contractor(s) perform one or more of the following functions considered "safety-sensitive", as defined in 49 CFR 655:
 - a. Operating a revenue service vehicle, including when not in revenue service;
 - b. Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
 - c. Controlling dispatch or movement of a revenue service vehicle;
 - d. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; or
 - e. Carrying a firearm for security purposes.
7. Have in place a written program which meet or exceed the program requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et seq.*) to be filed with the Authority and made available to the general public, or have in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 365/1 *et seq.*).
8. Will otherwise comply with all drug and alcohol policies set forth in applicable Federal, State and local laws and regulations, including, but not limited to the Drug-Free Workplace Act of 1988, FAR, Illinois Drug Free Workplace Act, 49 CFR 40 and 49 CFR 655 in such version, prior or subsequent to amendment or revision, as is currently enforced or enforceable at and during the execution and performance of this Contract.

In addition to other remedies, the Contractor's failure to comply with any part of the requirements of the Drug-Free Workplace Act of 1988, FAR, Illinois Drug Free Workplace Act, the Illinois Substance Abuse Prevention on Public Works Projects Act, 49 CFR 40 or 49 CFR 655, may render the Contractor subject to any or all of the following: suspension of payments, termination of contract for default, suspension or debarment.

SIGNATURE AND TITLE OF AUTHORIZED OFFICER

DATE

APPENDIX G

NON-DISCLOSURE STATEMENT

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA"), Requisition No. B13OP03704 - Request for Proposals (RFP) for Real Estate Services for Five Years from Date of Contract Execution, _____ ("Company") acknowledges and agrees that the evaluation process conducted by the CTA on all Proposals submitted is confidential and sensitive. Company further agrees not to take any action(s) that would frustrate the process, provide any unfair advantage to itself, or provide any advantage or disadvantage to any other proposer in connection with the proposal. Therefore, Company states as follows:

1. All substantive details of the Proposal submitted by Company and all materials and information provided, discussed, disclosed or otherwise conveyed, whether in writing or orally, by the CTA or Company or between Company and CTA during demonstrations, presentations, meetings or negotiations in connection with the CTA's evaluation of Company's Proposal, including cost or price information, technical information or any other proposal information or conditions with respect to the possible procurement transaction contemplated by the proposal (the "Transaction"), the identity of the CTA's evaluation committee, the name of the proposers, or any sub-contractor, and the number of proposers are hereby referred to as "Confidential Evaluation Material" for purposes of this Statement. Confidential Evaluation Material shall also include all communications regarding the Transaction with Authorized CTA Personnel, including: (i) requests for additional information, (ii) requests for tours or management meetings, (iii) discussions or questions regarding the Transaction, (iv) the occurrence, existence, or lack thereof, of any such communication, discussion or negotiation, (v) the status of discussions or negotiations and (vi) the fact that any Confidential Evaluation Material has been made available to Company. The term Confidential Evaluation Materials does not include statements informing another of the submission or existence of the Proposal.

2. Company will limit knowledge of and access to the Confidential Evaluation Materials to only those of its principals, directors, officers, employees and representatives, who have a need to know such information (collectively the "Company Parties") and such Confidential Evaluation Materials shall be used solely in connection with negotiations with Authorized CTA Personnel regarding the Transaction. When the Company discloses Confidential Evaluation Material to any of the Company Parties, it shall be the Company's responsibility to ensure that all Company Parties recognize the confidential nature of such information, together with the restrictions on use and disclosure contained herein.

3. Company will not disclose any Confidential Evaluation Material to any employee, officer or Board member of the CTA who is not named as Authorized CTA Personnel. Additionally, Company will not contact any employee, officer or Board member of the CTA other than the Authorized CTA Personnel on any matter involving this Transaction. Authorized CTA Personnel shall mean only the CTA Procurement Administrator for the Transaction, the General Manager – Purchasing, the Vice President – Purchasing and Warehousing and any other CTA person or position specifically authorized in writing by either the CTA's Procurement Administrator, General Manager - Purchasing, or Vice President – Purchasing and Warehousing.

4. The Company shall not disclose any Confidential Evaluation Material to, or use any such information for the advantage or disadvantage of, any third person. The term "third person" shall be broadly interpreted to include without limitation any corporation, company, group, partnership or an individual other than the Company Parties and Authorized CTA Personnel.

5. Notwithstanding the above, the obligations of Company regarding the Confidential Evaluation Material do not apply to information which in the opinion of Company's counsel is otherwise required to be disclosed by law. In such event, Company shall provide CTA with

written notice of such a determination, and a supporting statement from its counsel, prior to disclosure.

6. Company shall advise the CTA in writing if it learns of any unauthorized use or disclosure of Confidential Evaluation Material.

7. The CTA shall be entitled to equitable relief, including injunction, if any provision of this Statement is breached. Additionally, the CTA reserves the right to disqualify the Company from further consideration for the Transaction in the event of a breach of the terms of this Statement.

8. This Statement is governed by the laws of the State of Illinois and any lawsuits involving this Statement shall be filed in courts of competent jurisdiction located in Cook County, Illinois.

9. This Statement shall be effective as of the date signed and shall continue in full force and effect until the date on which a contract award for the Transaction is made by the CTA's Board.

Agreed to and Accepted:

Company

By: _____

Name: _____

Title: _____

Date: _____

rev 03/06jrs

RFP NON-DISCLOSURE STATEMENT SUB-CONSULTANT

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA"), Requisition No. B13OP03704 - Request for Proposals (RFP) for Real Estate Services for Five Years from Date of Contract Execution,

____ ("Company") acknowledges and agrees that the evaluation process conducted by the CTA on all Proposals submitted is confidential and sensitive. Company further agrees not to take any action(s) that would frustrate the process, provide any unfair advantage to itself, or provide any advantage or disadvantage to any other proposer in connection with the proposal. Therefore, Company states as follows:

Therefore, Company states as follows:

1. All substantive details of the Proposal submitted by Company and all materials and information provided, discussed, disclosed or otherwise conveyed, whether in writing or orally, by the CTA or Company or between Company and CTA during demonstrations, presentations, meetings or negotiations in connection with the CTA's evaluation of Company's Proposal, including cost or price information, technical information or any other proposal information or conditions with respect to the possible procurement transaction contemplated by the RFP (the "Transaction"), the identity of the CTA's evaluation committee, the name of the proposers, or any sub-contractor, and the number of proposers are hereby referred to as "Confidential Evaluation Material" for purposes of this Statement. Confidential Evaluation Material shall also include all communications regarding the Transaction with Authorized CTA Personnel, including: (i) requests for additional information, (ii) requests for tours or management meetings, (iii) discussions or questions regarding the Transaction, (iv) the occurrence, existence, or lack thereof, of any such communication, discussion or negotiation, (v) the status of discussions or negotiations and (vi) the fact that any Confidential Evaluation Material has been made available to Company. The term Confidential Evaluation Materials does not include statements informing another of the submission or existence of the Proposal.
2. Company will limit knowledge of and access to the Confidential Evaluation Materials to only those of its principals, directors, officers, employees and representatives, who have a need to know such information (collectively the "Company Parties") and such Confidential Evaluation Materials shall be used solely in connection with negotiations with Authorized CTA Personnel regarding the Transaction. When the Company discloses Confidential Evaluation Material to any of the Company Parties, it shall be the Company's responsibility to ensure that all Company Parties recognize the confidential nature of such information, together with the restrictions on use and disclosure contained herein.
3. Company will not disclose any Confidential Evaluation Material to any employee, officer or Board member of the CTA who is not named as Authorized CTA Personnel. Additionally, Company will not contact any employee, officer or Board member of the CTA other than the Authorized CTA Personnel on any matter involving this Transaction. Authorized CTA Personnel shall mean only the CTA Procurement Administrator for the Transaction, the General Manager – Purchasing, the Vice President – Purchasing and Warehousing and any other CTA person or position specifically authorized in writing by either the CTA's Procurement Administrator, General Manager - Purchasing, or Vice President – Purchasing and Warehousing.
4. The Company shall not disclose any Confidential Evaluation Material to, or use any such information for the advantage or disadvantage of, any third person. The term "third person" shall be broadly interpreted to include without limitation any corporation, company, group, partnership or an individual other than the Company Parties and Authorized CTA Personnel.

5. Notwithstanding the above, the obligations of Company regarding the Confidential Evaluation Material do not apply to information which in the opinion of Company's counsel is otherwise required to be disclosed by law. In such event, Company shall provide CTA with written notice of such a determination, and a supporting statement from its counsel, prior to disclosure.
6. Company shall advise the CTA in writing if it learns of any unauthorized use or disclosure of Confidential Evaluation Material.
7. The CTA shall be entitled to equitable relief, including injunction, if any provision of this Statement is breached. Additionally, the CTA reserves the right to disqualify the Company from further consideration for the Transaction in the event of a breach of the terms of this Statement.
8. This Statement is governed by the laws of the State of Illinois and any lawsuits involving this Statement shall be filed in courts of competent jurisdiction located in Cook County, Illinois.
9. This Statement shall be effective as of the date signed and shall continue in full force and effect until the date on which a contract award for the Transaction is made by the CTA's Board.

Agreed to and Accepted:

Company

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX H

**CHICAGO TRANSIT AUTHORITY
INSURANCE AND BOND REQUIREMENTS**

[Short Form rev. 11/13/09]

REQUISITION NUMBER: **B13OP03704**

SPECIFICATION NUMBER CTA: _____

PART I. GENERAL INSTRUCTIONS AND REQUIREMENTS

A. WAYS TO COMPLY WITH CTA INSURANCE REQUIREMENTS.

1. HOW TO COMPLY IF CGL, AUTOMOBILE LIABILITY, OWNERS PROTECTIVE LIABILITY, BUILDER'S RISK INSURANCE, CONTRACTORS POLLUTION LIABILITY, WORKERS COMPENSATION AND/OR PROFESSIONAL LIABILITY ARE REQUIRED BY PART III OF THIS DOCUMENT.

Contractors must provide the CTA with the following documents:

- a) CTA Certificate of Coverage on the CTA approved form. The CTA Certificate of Coverage may be completed only by an authorized representative of the insurance company, an agent, broker, or underwriter. Certificates of Insurance must disclose all deductibles and/or self insured retentions.
- b) Certified copy of the insurance policy

Methods (a) is a temporary method that is valid only for 90 days. Policies must be furnished prior to the expiration of this 90 day period. Failure to provide policies before expiration of this 90 day period is a material breach of the Contract which may result in default and, if uncured, termination for default.

2. HOW IS RAILROAD PROTECTIVE LIABILITY INSURANCE SATISFIED? THE CTA'S RAILROAD PROTECTIVE LIABILITY PROGRAM PROVIDES \$2,000,000 PER OCCURRENCE/ \$6,000,000 AGGREGATE LIMITS. TO BE IN COMPLIANCE WITH THE RAILROAD PROTECTIVE REQUIREMENTS, SEE PART III.B OF THIS DOCUMENT.

- For work performed within fifty (50) feet of rail right-of-way, the work of the Contractor is covered through the Blanket Railroad Protective policy.
- The contractor must provide evidence that the CGL policy exclusion for work within fifty (50) feet of rail right of way has been deleted by endorsement to their CGL policy.

The CTA may cancel the Blanket Railroad Protective Liability Policy prior to the expiration of coverage. If cancelled, The CTA agrees to provide the contractor with 30 days prior written notice.

If any portion or all of the need for or cost of such insurance shall result from Contractor's breach of this Contract, such insurance costs shall be a non-reimbursable cost to Contractor. CTA reserves the right to review the remaining project scope and to determine if the work to be performed within fifty (50) feet of rail right of way requires Railroad Protective Liability Insurance. The CTA further agrees that for premium expenses incurred by the Contractor for Railroad Protective Liability Insurance will be a reimbursable expense.

B. DEADLINE FOR INITIAL SUBMITTAL OF CONTRACTOR'S INSURANCE AND BOND DOCUMENTS.

The Contractor must furnish all required insurance and performance and payment bond documents within fourteen days of the date that the Contractor receives a letter (the "Insurance Submittal Letter") from the CTA's General Manager of Purchasing requesting the Contractor to submit the documents required by these Insurance and Bond Requirements. CTA will not execute the Contract until the required insurance and bond documents are delivered to CTA and approved by CTA. Failure to deliver the required documents within fourteen days of receipt of the Insurance Submittal Letter is a material failure to comply with the specifications and may result in any or all of the following at the CTA's sole discretion:

1. debarment or suspension, and
2. determination of Contractor non-responsibility.

C. CTA ADDRESS.

All notices and documents must be mailed to the CTA at:

Chicago Transit Authority
Manager of Insurance Controls, Risk Compliance
567 W. Lake St.
Chicago, IL 60661

D. OBLIGATION TO MAINTAIN CONTINUOUS COMPLIANCE

1. The Contractor expressly agrees that failure to comply and maintain compliance with all insurance and bond requirements shall constitute a material breach of the Contract which may result in default and, if uncured, termination for default under the contract. In addition, such failure, if uncured, may result in debarment and suspension.
2. The Contractor is prohibited from performing any work if Contractor has allowed any of the required insurance policies to expire.

PART II. INSURANCE REQUIREMENTS

- A. The CTA must be named as an Additional Insured and Certificate Holder. When the CTA is an additional insured, the coverage shall be primary.
- B. The CTA must be the Named Insured on the Owners Protective Liability and Builders Risk Insurance policies.
- C. The Commercial General Liability and Owners Protective Liability, General Aggregate Limit of Liability, if any, must apply on a per occurrence basis.
- D. All insurance carriers must be acceptable to the CTA. All insurance companies shall have at least an A VII POLICY HOLDER RATING, or better, by the A.M. Best Co., Inc. Insurance companies with lower ratings will not be accepted. Carriers licensed to do business in the State of Illinois must issue all insurance, with the exception of Railroad Protective.
- E. To the extent permitted by the Contractor's insurance policies required by the CTA, the Contractor and its insurers waive all rights of subrogation against the CTA.
- F. The insurance to be carried shall in no way be subject to limitations, if any, expressed in the indemnity section of the General Conditions (or any statutory, judicial or common law limitations).

PART III. INSURANCE COVERAGES

A. WORKERS COMPENSATION

Coverage A: In form and in accordance with the laws of the State of Illinois.

Coverage B: Employers Liability:

\$1,000,000 Bodily Injury by Accident

\$1,000,000 Bodily Injury by Disease, Policy Limit

B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury and Advertising Injury

\$1,000,000 Per Occurrence

The Commercial General Liability policy shall include, without limitation: (i) Broad Form Contractual Liability, (ii) Products/Completed Operations to be maintained in full force and effect for a period of two (2) years following final completion of the work under the Contract, (iii) Independent Contractors' Protective Liability, (iv) Premises/Operations, including deletion of explosion, collapse and underground (XCU) exclusions, (v) Broad Form Property Damage, including Products/Completed Operations, (vi) Bodily Injury and Personal Injury Liability, with employee and contractual exclusions deleted, (vii) Severability of Interest and Cross Liability endorsement and (viii) Contractor expressly agrees to waive, and will require its insurer to waive, its rights, benefits and entitlement under the "Other Insurance" clause of its Commercial General Liability policy, with respect to the CTA.

When work is to be performed within fifty (50) feet of rail right-of-way the Contractor will be enrolled as a participant in the CTA Blanket Railroad Protective program. In addition, Contractors and Sub-contractors are required to provide endorsements to their CGL policy eliminating the exclusion for work within fifty (50) feet of rail right-of-way.

- a. Limits must be equal to the Railroad Protective Liability per occurrence limit of \$2,000,000 per occurrence.
- b. An endorsement must be provided deleting the contractual exclusion for work within 50' of the rail right of way.
- c. A certificate of insurance satisfying (a) and (b) above must be presented.

C. AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit (Bodily Injury and Property Damage)

N/A Uninsured/Underinsured Motorist Including Owned, Non-Owned, Hired and Borrowed Vehicles and Equipment

D. UMBRELLA LIABILITY

N/A Each occurrence and in the aggregate, excess of the underlying policies.

The Umbrella Liability Policy shall specifically identify each of the policies described in A, B, and C above on the Schedule of Underlying Coverages, and shall provide coverage at least as broad as each of the underlying policies.

E. OWNERS PROTECTIVE LIABILITY

N/A General Aggregate (Per Location)

N/A Per Occurrence

N/A Combined Single Limit (Bodily Injury and Property Damage Per Location)

The definition of designated contractor must be amended to include contractors of every tier.

F. THE CTA WILL PROVIDE A BLANKET RAILROAD PROTECTIVE LIABILITY POLICY:

N/A Bodily Injury/Property Damage per Occurrence

N/A Bodily Injury/Property Damage Aggregate

G. FIDELITY LIABILITY(EMPLOYEE DISHONESTY)

N/A OCC/AGG

H. PROFESSIONAL LIABILITY

\$1,000,000 PER CLAIM

I. OTHER INSURANCE: CTA NAMED ADDITIONAL INSURED ON THE GENERAL LIABILITY POLIC

PART IV PERFORMANCE AND PAYMENT BOND REQUIREMENTS

- A. The Contractor shall furnish separate Performance and Payment Bonds.
- B. The surety or sureties issuing the bond must be acceptable to the Authority and must have a Best's Key Rating Guide of A VII or greater and be listed in the most recently published "Listing of Approved Sureties" of the U.S. Department of the Treasury Circular 570, with underwriting limitations in excess of the Contract Price. The bond must cover the warranty period required by the Contract.
- C. The Performance Bond shall be for faithful performance of the Contract.
- D. The Payment Bond shall be for security for the payment of all persons for furnishing materials, provisions, or other supplies, or items used in, upon, for, or about the performance of the Work contracted to be done, or for performing any Work or labor thereon of any kind.
- E. The Authority reserves the right to require additional security under this Contract if any surety upon any bond furnished with this Contract becomes unacceptable to the Authority.

PART V. PERFORMANCE AND PAYMENT BONDS REQUIRED FOR THIS CONTRACT.

Payment Bond: **N/A**

Performance Bond: **N/A**

Fidelity Bond: **N/A**



Issue Date: _____

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ RFP#: _____

Address: _____
 (NUMBER & STREET)

 (CITY) (STATE) (ZIP)

Specification #: _____

Project #: _____

Contract #: _____

Description of
Operation/Location

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the Chicago Transit Authority. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the Chicago Transit Authority at the address shown on this Certificate. This certificate is issued to the Chicago Transit Authority in consideration of the contract entered into with the named insured, and it is mutually understood that the Chicago Transit Authority relies on this certificate as a basis for continuing such agreement with the named insured.

Type of insurance	Insurer Name	Policy Number	Policy Period	Limits of Liability All Limits in Thousands
Commercial General Liability <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims made <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse <input type="checkbox"/> Underground <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution Commercial General Liability Form #: CG 00 01 _____				Each Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____ <u>Deductible and/or Self Insured Retention</u> \$ _____
Automobile Liability (Any Auto)				Each Occurrence \$ _____
Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Workers' Compensation and Employer's Liability				WC \$ _____ Employers Liability \$ _____
Builders' Risk/Course of Construction				Amount of Contract \$ _____
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				_____

- a) Each insurance policy required by this agreement, except policies for workers' compensation and professional liability, will read:
 "The Chicago Transit Authority is an additional insured as respects to operations and activities of, or on behalf of the named insured, performed under contract with or permit from the Chicago Transit Authority".
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for separation of insureds applicable to the named insured and the CTA.
- c) General Liability, Auto Liability, Workers Compensation and Property insurers shall waive all rights of subrogation against the Chicago Transit Authority.
- d) The General Liability policies, including excess and umbrella will insure all liabilities assumed under the provisions of the Hold Harmless and Indemnity Clause contained in the Contract and not exclude any construction and/or demolition work performed within 50 feet of railroad track. Commercial General Liability must be written on the ISO Occurrence Form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and include the following endorsement: Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage). The Contractor shall be responsible for arranging that all subcontractors maintain the necessary insurance requirements.
- e) The receipt of this certificate by the CTA does not constitute agreement by the CTA that the insurance requirements in the contract have been fully met, or that the insurance companies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Receipt of Notice

Signature of Authorized Representative

Certificate Holder/Additional Insured

Chicago Transit Authority
Dept. of Risk Management
567 W Lake St.
Chicago, IL 60661

Agent/Company Address

Telephone _____

APPENDIX I

Real Estate Services

Price Proposal Form

Assignment 1: Brokerage Services for Leasing

- a. Review and evaluate existing retail concession leases and develop a strategic 5-year leasing plan.
- b. Provide recommendations for each retail concession location to enhance (1) its marketability/value and (2) the CTA customer experience.
- c. Prepare marketing materials for CTA retail concession locations which includes demographics, market rate rental information, ridership data, and any other significant information related to the real estate market that is deemed appropriate and necessary for attracting tenants.
- d. Create and execute both a traditional as well as an on-line marketing strategy to reach both national chains and local businesses that are well-suited to operate on transit property.
- e. Evaluate potential tenants based on established criteria and prepare a recommendation for CTA staff that can be presented to the Chicago Transit Board for approval.
- f. Coordinate tenant build-out approvals and permitting processes.
- g. Manage the relationship between tenants and appropriate CTA staff in order to efficiently and effectively address issues related to tenant and CTA operations that arise.
- h. Provide lease administration services including escalation notifications for rent increases, renewal and termination dates, etc.
- i. Provide marketing and brokerage services for office or industrial leases at other CTA locations as assigned, including 567 W. Lake St., 901 W. Division St., and 120 N. Racine Ave.

Brokerage Fee, as a percent of transaction value, for services identified in Assignment 1.

_____ %

Please list any exclusion or additional cost associated with this assignment.

Assignment 2: Brokerage Services for Acquisitions

- a. Provide real estate advice and brokerage services for the acquisition of real estate as requested.
- b. Provide marketing and brokerage services for the disposition of surplus CTA property.
- c. Provide, through subcontracted services, surveys, appraisals, titles or other real estate services as requested.
- d. Provide consulting and professional services (including technical guidance, support in drafting procurement documents, feasibility and market studies, or other analysis) in relation to any other non-fare box revenue sources, as requested.
- e. Provide consulting and professional services (including technical guidance, support in drafting procurement documents, feasibility and market studies, or other analysis) to support transit oriented development opportunities, as requested.

Part One

Brokerage fee, as a percent of transaction value, for services described in Assignment 2a and 2b.

_____ %

List any exclusions or additional costs associated with this assignment.

Part Two

Hourly fee for real estate services as described in Assignments 2c, 2d and 2e.

Managing Director \$ _____ per hour
(or comparable title)

Project Manager \$ _____ per hour

Professional Staff \$ _____ per hour

List any additional costs associated with providing this service.

Assignment 3: Monthly Reporting

- a. Develop and prepare a consolidated monthly report that both details and summarizes the revenue generated from CTA's real estate and other non-fare box assets.
- b. Reporting shall include annual projections based on existing activities.
- c. Identify activities or trends that may affect revenue projections.
- d. Prepare a comprehensive annual report of real estate activities and other non-fare box generated revenues for CTA management.

Provide an annual not-to-exceed cost attributed to preparing a monthly revenue report as well as an annual report for each year of the contract.

Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____

Assignment 4: Document Management

- a. Evaluate the current real estate document management system.
- b. Recommend a systematic conversion from the existing paper files to an electronic document storage platform.
- c. Provide, through a subcontractor if necessary, a simple system for sorting and recalling CTA real estate documents based on address, PIN number, bent number or other geographical information.
- d. Implement, through a subcontractor if necessary, an electronic document storage system for the sorting and retrieving of all CTA real estate documents.

Provide a not-to-exceed cost for completing the services described in Assignment 4.

\$ _____

List any exclusions or additional costs associated with this assignment.

APPENDIX J

Appendix J

Table of Exceptions

Name of Firm: _____

#	Section / Reference	Provision or Proposed Language

Attach additional page(s) if necessary.

Active Retail Inventory

Count	Line	Station	Property Address	Square Footage
1	Pink	18th	1710 W. 18th St.	205
2	Orange	35th/Archer	35th/Archer	250
3	Pink	54th/Cermak	2151 S. 54th Ave.	345
4	Red	79th	15 W. 79th Street	280
5	Red	95th	15 W. 95th St.	245
6	Red	95th	15 W.95th St.	
7	Red	95th	15 W. 95th Street	200
8	Red	Addison	940 W. Addison	385
9	Red	Argyle	1117 W. Argyle St.	1033
10	Red	Argyle	1119 W. Argyle St.	1116
11	Red	Argyle	1120 - 1124 W. Argyle St.	3210
12	Red	Argyle	1124 W. Argyle St.	868
13	Brown	Armitage	939 W. Armitage	1,588
14	Orange	Ashland	3011 S. Ashland	324
15	Green	Ashland/63rd	6315 S. Ashland Ave.	82
16	Blue	Belmont	3355 W. Belmont Ave.	214
17	Red	Belmont	940 W. Belmont Ave.	364
18	Red	Berwyn	1120 W. Berwyn Ave.	676
19	Red	Berwyn	1118 W. Berwyn Ave.	642
20	Red	Bryn Mawr	1113 W. Bryn Mawr Ave.	750
21	Red	Bryn Mawr	1115-17 W. Bryn Mawr Ave.	2293
22	Red	Bryn Mawr	1111 W. Bryn Mawr Ave.	1689
23	Red	Bryn Mawr	1116 1/2 W. Bryn Mawr Ave.	1245
24	Red	Bryn Mawr	1116 W. Bryn Mawr Ave.	1245
25	Red	Bryn Mawr	1117 1/2 W. Bryn Mawr Ave.	1000
26	Blue	California	2211 N. California Ave.	199
27	Purple	Central	1022 W. Central Ave.	1000
28	Purple	Central	1024 Central	1048
29	Pink	Central Park	1951 S. Central Park Ave.	476
30	Blue	Chicago	800 N. Milwaukee Ave.	50
31	Red	Chicago	800 N. State St.- South	350
32	Red	Chicago	800 N. State St.- North	100
33	Green	Cicero	4800 W. Cicero Ave.	595
34	Green	Cicero	4750-58 W. Lake St.	511
35	Red	Clark & Division	1200 N Clark St.	134

Active Retail Inventory

36	Green	Cottage Grove	Cottage Grove - East 63	90
37	Blue	Cumberland	5800 N. Cumberland Ave.	700
38	Blue	Cumberland	5800 N. Cumberland Ave.	445
39	Blue	Damen	1588 N. Damen (Damen/North)	80
40	Pink	Damen	2010 S. Damen Ave.	288
41	Purple	Davis	1612 W. Benson	144
42	Blue	Division	1200 N Milwaukee Ave.	165
43	Blue	Forest Park	719 S. Des Plaines	1168
44	Red	Fullerton	943-47 W Fullerton	364
45	Red	Grand	521 N. State Street	150
46	Red	Granville	1113 W. Granville	556
47	Red	Granville	1111 W. Granville	800
48	Red	Granville	1115 W. Granville	775
49	Red	Granville	1116 W. Granville	1110
50	Red	Granville	1117 W. Granville	556
51	Red	Granville	1120 W. Granville	1119
52	Red	Granville	1121 W. Granville	169
53	Orange	Halsted	2520 S. Archer	180
54	Green	Halsted & 63rd	Halsted/63rd	1144
55	Green	Harlem / Lake	Marion Oak Park	690
56	Blue	Harlem/Higgins	5550 N. Harlem	125
57	Red	Howard	1649 W. Howard St. (2nd level, Paulina entrance)	300
58	Red	Howard	1650 W. Howard	462
59	Red	Howard	North Howard Street	3000+
60	Red	Howard	North Howard Street	
61	Red	Howard	North Howard Street	
62	Red	Howard	North Howard Street	
63	Blue	Irving Park	4131 W. Irving Park Rd/	54
64	Blue	Jackson	219 S. Dearborn St. (Adams/Jackson) - West	149
65	Blue	Jackson	219 S. Dearborn St. (Adams/Jackson) - East	205
66	Red	Jackson	312 S. State St. (Jackson/Van Buren)	175
67	Red	Jackson	230 S. State St. (Adams/Jackson)	150
68	Red	Jarvis	1527 W. Jarvis	940
69	Blue	Jefferson Park	4917 N. Milwaukee Ave. - East	240
70	Blue	Jefferson Park	4917 N. Milwaukee Ave. - West	288
71	Orange	Kedzie	4900 S. Kedzie	222

Active Retail Inventory

72	Brown	Kimball	4755 N. Kimball Ave.	320
73	Green	King Drive	King Drive	106
74	Red	Lake	188 N. State St. (Lake/Randolph)	120
75	Red	Lake	128 N State (Randolph/ Washington)	195
76	Blue	LaSalle & Congress	150 W. Congress Parkway	126
77	Purple	Linden	349 N. Linden	252
78	Blue	Logan Square	2610 N. Milwaukee Ave.	250
79	Red	Loyola	1200 W. Loyola Ave.	700
80	Red	Loyola	1200-08 W. Loyola Ave.	420
81	Red	Loyola	6505-17 N. Sheridan Rd.	
82	Purple	Main	836 W. Chicao Ave.	78
83	Orange	Midway	4612 W. 59th St. - North	237
84	Orange	Midway	4612 W. 59th St. - South	200
85	Blue	Monroe	114 S. Dearborn St.(Monroe/ Adams)	
86	Blue	Monroe	30 S. Dearborn	394
87	Red	Monroe	26 S. State St. (Madison/Monroe) - North	164
88	Red	Monroe	128 S. State St. (Monroe/Adams) - South	276
89	Brown	Montrose	1817 W. Montrose	55
90	Red	Morse	1400-02 W. Morse Ave.	1020
91	Red	Morse	1353 - 1355 W Lunt Ave	1980
92	Red	Morse	1401 W. Morse Ave	1267
93	Red	Morse	1357 W Morse Ave	1852
94	Red	Morse	1405 W. Morse Ave.	832
95	Red	North & Clybourn	1599 N Clybourn	650
96	Pink	Polk	Polk/Douglas	252
97	Orange	Pulaski	5106 S. Pulaski Ave.	189
98	Pink	Pulaski	2021 S. Pulaski Rd.	270
99	Red	Roosevelt	22 E. Roosevelt Rd.	347